

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into between and among the following parties, by and through their respective counsel: Wade Glenn Whitworth, Jr., on behalf of himself (“Individual Plaintiff”) and on behalf of the Class as further defined herein (collectively, “Plaintiffs”), on the one hand, and defendant HH-Entertainment, Inc. d/b/a Hustler Hollywood (“HH-Entertainment”), on the other hand.

WHEREAS on April 18, 2017, Plaintiff filed the Class Action Complaint (the “Complaint”) on behalf of himself and a putative class in the lawsuit styled *Wade Glenn Whitworth, Jr., et al. v. HH-Entertainment, Inc. d/b/a Hustler Hollywood*, United States District Court for the Southern District of Florida, Case No. 9:17-cv-80487-KAM-Civ (“Action”), which asserts claims under the Fair and Accurate Credit Transactions Act (“FACTA”);

WHEREAS, Plaintiff alleges that HH-Entertainment, in purported violation of the FACTA, printed receipts that allegedly displayed more than the last five (5) digits and/or the expiration date of Plaintiffs’ debit and/or credit cards (the “Allegations”);

WHEREAS, for settlement purposes only, Plaintiff asks that this Court certify the Settlement Class and appoint him as Class Representative and his attorneys, Ludwin Law Group, P.A., Hiraldo P.A., and Shamis & Gentile, P.A. as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Litigation and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class and in the best interest of the Settlement Class;

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Class, and Defendant desire to resolve the dispute between them;

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Class, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Litigation, and has determined that it is desirable that the Litigation and Allegations be fully, completely, and finally settled in the manner and upon the terms set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

I. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. “Action” means *Wade Glenn Whitworth, Jr., et al. v. HH-Entertainment, Inc. d/b/a Hustler Hollywood*, United States District Court for the Southern District of Florida, Case No. 9:17-cv-80487-KAM-Civ.
2. “RCT” means and refers to Retail Cloud Technologies, LLC.
3. “Released Parties” means and refers HH-Entertainment, Inc. d/b/a Hustler, Hustler Sunset, LLC, Hustler Hollywood-San Diego, LLC, HH-Tacoma, LLC, HH-New Orleans, LLC, HH-Nashville, LLC, HH-St. Louis, LLC, HH-Lexington, HH-Fort Lauderdale, LLC, HH-Monroe, Inc. HH-Cincinnati, LLC, LF Express, LLC, HH-Boutique Manager, LLC, HH-Oklahoma, LLC, HH-Augustine, LLC, HH-Covina, LLC, HH-Hollywood, LLC, HH-

Phoenix, LLC, HH-Satexas, LLC, HH-San Jose, LLC, HH-Las Vegas, LLC, HH-W. Palm Beach, LLC, HH-Fresno, LLC, HH-Sacramento, LLC, Las Vegas Bistro, LLC, Elm 411, LLC, HH-Stateroad, LLC, 9360 IH 10 W, LLC, HH-Elkhorn, LLC, National Retail Acquisitions, LLC, Lakeville Properties, Inc., 5505 E 82nd St, LLC, Larry Flynt Revocable Trust, HH-Stores, LLC, Imagination Corp, Hustler Entertainment-San Diego, LLC, Jason Mohny, HH-Indianapolis, LLC, H-Indy, LLC, HH-Datexas, LLC, HH-Baton Rouge, LLC, HH-San Mateo, LLC, HH-Columbus, LLC, HH-Honolulu, LLC, HH-Minneapolis, LLC, HH-Concord, HH-Miami Beach LLC, HHEI Austin, LLC, HH-Chicago, LLC, HH-Colorado Springs, LLC, HH-North Beach, LLC, HH-Tulsa, LLC, HH-Dallas, LLC, HH-Jacksonville, LLC, HH-Beach LLC, HH-San Bernardino, LLC, Houston-HH, LLC, HH-Albuquerque, LLC, HH-Bakersfield, LLC, Liz's Boutique, Inc., Retail Cloud Technologies, LLC, All Point POS, Inc., Cayan, LLC and any of their past, present, and future subsidiaries, parent companies, their predecessors in interest and/or ownership, successors in interest and/or ownership, partners, licensees, assignees, insurers, including claims under any and all insurance policies, estates, and other affiliates and/or related entities, and each of the foregoing's respective past, present, and future officers, directors, attorneys, shareholders, indemnitees, trusts, trustees, partners, associates, principals, divisions, employees, insurers, members, agents, representatives, brokers, consultants, heirs, and assigns.

4. "Claim" or "Claim Form" means a written submission made to the Settlement Administrator by a Settlement Class Member for the purpose of participating as a Settlement Class Claimant in this Action.
5. "Class Counsel" means:

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
401 E. Las Olas Boulevard
Suite 1400
Ft. Lauderdale, Florida 33301
954.400.4713 (tel.)

Andrew J. Shamis, Esq.
Shamis & Gentilre, P.A.
14 NE 1st Avenue, Suite 400
Miami, Florida 33132
305.479.2299 (tel.)

Adam M. Ludwin
Ludwin Law Group, P.A.
1732 S. Congress Ave.
Suite 326
Lake Worth, Florida 33461
561.613.7392 (tel.)

6. “Claims Deadline” means the last day that Settlement Class Members may submit a Claim Form to the Settlement Administrator. The Claims Deadline shall be 15 calendar days after the Final Approval Hearing.
7. “Class Period” means the period from April 18, 2015 to and including the date of preliminary approval of this class action settlement.
8. “Class Representative” means Wade Glenn Whitworth.
9. “Court” means the United States District Court for the Southern District of Florida, Miami Division.
10. “Effective Date” means the fifth business day after which all of the following events have occurred:
 - a. The Court has entered without material change the Final Approval Order; and
 - b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement

is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

11. “Escrow Account” means the account to be established at an institution to be chosen by Class Counsel consistent with the terms and conditions of this Agreement.
12. “Escrow Agent” means Angeion Group (“Angeion”). Class Counsel and HH-Entertainment may, by agreement, substitute a different organization as Escrow Agent, subject to approval by the Court if the Court has previously approved the Settlement, preliminarily or finally. In the absence of agreement, either Class Counsel or HH-Entertainment may move the Court to substitute a different organization as Escrow Agent upon a showing that the responsibilities of Escrow Agent have not been adequately executed by the incumbent. The Escrow Agent shall administer the Escrow Account.
13. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of a Service Award to the Class Representative. The proposed Final Approval Order, defined below, shall be in a form agreed upon by Class Counsel and HH-Entertainment. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
14. “Final Approval Order” means the order and final judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

15. “Net Settlement Fund” means the Settlement Fund minus Settlement Costs.
16. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
17. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of (1) Online Notice (banner ad) that will be published on the www.hustlerhollywoodstores.com and www.HHFACTAsettlement.com websites; (2) Long-Form Notice that will be included in the Settlement Website; (3) Cash Register Notice that will be posted at the cash registers at HH-Entertainment retail locations; and (4) E-Mail notice to be sent to all email addresses contained within HH-Entertainment’s customer database. The form of the proposed Online Notice, Long-Form Notice, Cash Register Notice, and E-Mail Notice agreed upon by Class Counsel and HH-Entertainment, subject to Court approval and/or modification, are attached as *EXHIBITS 1-4*.
18. “Notice Administrator” means Angeion.
19. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice first appears online, and that ends no later than 30 days prior to the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.
20. “Parties” means Plaintiff and HH-Entertainment.
21. “Plaintiff” means Wade Glenn Whitworth.
22. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
23. “Released Claims” means all claims to be released as specified in this Agreement. The “Releases” mean all of the releases contained in this Agreement.
24. “Released Parties” means those persons released as specified in the Releases.

25. “Releasing Parties” means Plaintiff and all Settlement Class members who do not timely and properly opt-out of the Settlement, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, and all those who claim through them or on their behalf.
26. “Settlement” means the settlement into which the Parties have entered to resolve the Action.
27. “Settlement Administrator” means Angeion.
28. “Settlement Class Member” means any person included in the Settlement Class who does not opt-out of the Settlement.
29. “Settlement Class Claimant” means any person included in the Settlement Class who files a valid and timely Claim and who does not opt-out of the Settlement.
30. “Settlement Costs” mean all costs incurred by Plaintiff, the Settlement Class and Class Counsel in connection with the Action, including but not limited to, notice and settlement administration costs, expenses advanced by Class Counsel, attorneys’ fees awarded to Class Counsel, and any Service Award payable to the Class Representative.
31. “Settlement Fund” means the \$750,000.00 cash fund to be established pursuant to this Agreement.
32. “Settlement Fund Payment” means the cash dollar amount of the Settlement Fund that each Settlement Class Claimant will receive.
33. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for members of the Settlement Class to obtain notice of

and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the order preliminarily approving this Settlement, and such other documents as Class Counsel and HH-Entertainment agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.HHFACTAsettlement.com or such other URL as Class Counsel and HH-Entertainment agree upon in writing. Ownership of the Settlement Website URL shall be transferred to HH-Entertainment within 10 calendar days of the date on which operation of the Settlement Website ceases.

34. “Tax Administrator” means Angeion.

II. Certification of the Settlement Class

35. For settlement purposes only, Plaintiff and HH-Entertainment agree to ask the Court to certify the following “Settlement Class,” under Rules 23(b)(3) and (e) of the Federal Rules of Civil Procedure:

All persons within the United States who (1) used a credit or debit card; (2) for a transaction at one of HHE’s retail locations; and (3) were provided a point of sale receipt that displayed more than the last 5 digits of the card’s account number and/or the expiration date of the card; and (4) from April 18, 2015 to and including the date of preliminary approval of this class action settlement.

The following are excluded from the Settlement Class: (1) the trial judge presiding over this case; (2) HH-Entertainment, as well as any parent, subsidiary, affiliate or control person of HH-Entertainment, and the officers, directors, agents, servants or employees of HH-Entertainment; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding;

and (6) Plaintiff's Counsel and their employees.

III. Settlement Consideration

36. The total cash consideration to be provided by HH-Entertainment to Settlement Class Claimants pursuant to the Settlement shall be \$750,000.00 a/k/a the Settlement Fund.
37. Notice and Administration Costs shall be payable from the Settlement Fund. Class Counsel shall be responsible for supervising the Settlement Administrator and Notice Administrator. Payments shall be made pursuant to a separate agreement with the Settlement Administrator and Notice Administrator.

IV. Settlement Approval

38. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement ("Preliminary Approval Order"). The motion for Preliminary Approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claims process; (5) approve the procedures for Settlement Class members to exclude themselves from the Settlement Class or to object to the Settlement; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for HH-Entertainment, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and

a Service Award to the Class Representative (“Final Approval Hearing”).

V. Notice Administrator, Settlement Administrator, Escrow Agent, Tax Administrator

39. The Notice Administrator and the Settlement Administrator shall administer various aspects of the Settlement as described herein and perform such other functions as are specified elsewhere in this Agreement, including, but not limited to:

- a. effectuating the Notice Program;
- b. establishing and maintaining the Settlement Website;
- c. establishing and maintaining a post office box for requests for exclusion from the Settlement Class;
- d. receiving, evaluating, and processing Claim Forms;
- e. advising Settlement Class members if their Claim Forms are deficient;
- f. providing weekly reports about the Notice Plan and number and identity of opt-outs (if any) to Class Counsel and HH-Entertainment’s counsel;
- g. establishing and maintaining an automated and live operator toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the questions of Settlement Class members who call with or otherwise communicate such inquiries;
- h. responding to any Settlement Class member inquiries;
- i. processing all requests for exclusion from the Settlement Class;
- j. at Class Counsel’s request in advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that identifies each Settlement Class member who timely and properly requested exclusion from the Settlement Class;
- k. performing the duties of Escrow Agent as described in this Agreement, and any

other Settlement-administration-related function at the instruction of Class Counsel and HH-Entertainment, including, but not limited to, verifying that Settlement Funds have been distributed as required;

- l. distributing Settlement Fund Payments; and
- m. performing the duties of Tax Administrator described in this Agreement, and any other Settlement-administration and tax-related function at the instruction of Class Counsel and HH-Entertainment.

VI. Notice to the Settlement Class

40. Upon Preliminary Approval of the Settlement, at the direction of Class Counsel, the Notice Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement, including how to file a Claim Form, a date by which Settlement Class members may exclude themselves from or “opt-out” of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and HH-Entertainment shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Ownership of the Settlement Website URL shall be transferred to HH-Entertainment within 10 calendar days of the date on which operation of the Settlement Website ceases, which shall be one year following distribution of the Net Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and

HH-Entertainment may agree upon in writing.

41. The Notice shall include a procedure for Settlement Class members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement.
42. The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and/or a Service Award to the Class Representative. Objections to the Settlement, to the application for fees, costs, expenses and/or for the Service Award must be mailed to the Clerk of the Court, Class Counsel, and HH-Entertainment's counsel. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.
43. The Parties will include in the motion for Preliminary Approval and draft order the following recommendations to the Court for the requirements for any objections to be valid and considered by the Court:
 - a. the name of the Action; the objector's full name, address and telephone number;
 - b. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
 - c. all grounds for the objection, accompanied by any legal support for the objection

- known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
 - e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 - f. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
 - g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
 - h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
 - j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

- k. the objector's signature (an attorney's signature is not sufficient).
- 44. Notice shall be provided to Settlement Class members in four (4) different ways: Online Notice, Long-Form Notice on the Settlement Website and to be sent to Settlement Class members upon request, Cash Register Notice, and, to the extent such information is readily available, E-Mail Notice.
- 45. The Notice Program shall be completed no later than 70 calendar days before the Final Approval Hearing. The Notice Administrator shall provide Class Counsel and HH-Entertainment with an affidavit that confirms that Notice was given in accordance with the Notice Program.
- 46. Within the parameters set forth in this Agreement, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and HH-Entertainment.

VII. Final Approval Order and Judgment

- 47. The Plaintiff's Motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file his Motion for Final Approval of the Settlement, and his application for attorneys' fees, costs and expenses and for a Service Award for the Class Representative, no later than 45 calendar days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors submitted timely objections that meet all of the

requirements listed in the preliminary approval order and notice.

48. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and a Service Award. Such proposed Final Approval Order shall, among other things:

- a. determine that the Settlement is fair, adequate and reasonable;
- b. finally certify the Settlement Class for settlement purposes only;
- c. determine that the Notice provided satisfies Due Process requirements;
- d. enter judgment dismissing the Action with prejudice and without costs, except as set forth in this Agreement;
- e. bar and enjoin all Releasing Parties from asserting any of the Released Claims, including during any appeal from the Final Approval Order;
- f. release HH-Entertainment and the Released Parties from the Released Claims; and
- g. reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including HH-Entertainment, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

VIII. Settlement Fund

49. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases and the dismissal of the Action upon Final Approval, within 15 calendar days of Preliminary Approval, HH-Entertainment shall deposit the \$750,000.00 Settlement Fund into the Escrow Account. In no event shall HH-Entertainment or RCT be

responsible for any claims, fees, or settlement expenses exceeding the amount of the \$750,000 settlement payment.

50. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon HH-Entertainment or its counsel, or Plaintiff or Class Counsel, with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Plaintiff and Class Counsel, and HH-Entertainment and its counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiff and Class Counsel, RCT and HH-Entertainment and its counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).
51. The Settlement Fund shall be used for the following purposes:
 - a. distribution of Settlement Fund Payments to Settlement Class Claimants;
 - b. payment of any Court-ordered award of Class Counsel’s attorneys’ fees, costs, and expenses;
 - c. payment of any Court-ordered Service Award to the Class Representative;
 - d. payment of any secondary and/or residual distribution, together with any administrative costs associated therewith;
 - e. payment of all Taxes, including, without limitation, taxes owed as a result of

accrued interest on the Escrow Account, in a timely manner consistent with the recommendation of the Tax Administrator, subject to approval by Class Counsel and HH-Entertainment; and

- f. payment of additional fees, costs and expenses not specifically enumerated in subparagraphs (a) through (e) of this paragraph, subject to approval of Class Counsel and HH-Entertainment.

IX. Calculation of Distributions from Settlement Fund

52. Each Settlement Class member who timely files with the Settlement Administrator a valid Claim Form shall automatically receive a cash distribution payable by check. The amount of each cash distribution shall be determined by the following formula: Net Settlement Fund divided by total number of Settlement Class Claimants = Settlement Fund Payment.

X. Distribution of Settlement Fund, Disposition of Residual Funds

53. The Settlement Administrator shall distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:
 - a. first, to the Class Representative any Service Award and to Class Counsel any attorneys' fees and costs ordered by the Court, subject to the following:
 - i. if the Final Approval Order as issued by the Court has no objections to the Settlement, the payment of the Service Award and any attorneys' fees and costs shall be made by the Settlement Administrator within five days of the Final Approval Order; or
 - ii. in all other cases, the payment of the Service Award and attorneys' fees and costs shall be made within five business days of the Effective Date.
 - b. Next, no later than 45 calendar days following the Effective Date, the Settlement

Class Claimants shall be sent their Settlement Fund Payments;

- c. Next, four months after the date the Settlement Administrator mails the first round of Settlement Fund Payments, any residual funds in the Settlement Fund shall be distributed as follows:
 - i. first, the funds shall be distributed on a *pro rata* basis to participating Settlement Class Claimants who received and cashed Settlement Fund Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless other specific reasons exist that would make such further distributions impossible or unfair;
 - ii. second, in the event the costs of preparing, transmitting and administering such subsequent payments are not feasible and practical to make individual distributions or other specific reasons exist that would make such further distributions impossible or unfair, Class Counsel and HH-Entertainment shall file recommendations with the Court for distribution of the residual funds consistent with the American Law Institute, *Principles of Aggregate Litigation* § 3.07(c), together with supporting materials. The Court shall have the discretion to approve, deny, amend or modify, in whole or in part, the proposed recommendations for distribution of the residual funds in a manner consistent with the American Law Institute, *Principles of Aggregate Litigation* § 3.07(c). The Parties agree that any residual funds shall not be used for any litigation purpose or to disparage any Party. The Parties further agree that the Court's approval, denial, amendment or modification, in whole or in part, of the recommendations for distribution of the residual

funds pursuant to this paragraph shall not constitute grounds for termination of the Settlement pursuant to this Agreement; and

- i. All costs associated with the disposition of residual funds – whether through additional distributions to Settlement Class Claimants and/or through an alternative plan approved by the Court – shall be borne solely by the Settlement Fund.

XI. Claims Process

54. Each member of the Settlement Class who does not timely opt-out from the Settlement shall be a Settlement Class Member and entitled to make a Claim.
55. To make a Claim, Settlement Class members must submit by the Claims Deadline a valid and timely Claim Form, a copy of which is attached hereto as *EXHIBIT 5* by U.S. mail. If a Settlement Class member fails to fully complete a Claim Form, the Claim Form will be invalid and rejected by the Settlement Administrator. The Settlement Administrator will then attempt to notify the Settlement Class member that his or her Claim Form was deficient and rejected. Any Settlement Class member who submits an incomplete or inaccurate Claim Form shall be permitted to re-submit a Claim Form by the later of the Claims Deadline or 15 calendar days of the sending of notice of the defect by the Settlement Administrator.
56. Settlement Fund Payments shall be sent to Settlement Class Claimants by the Settlement Administrator via U.S. mail. If any Settlement Fund Payments are returned, the Settlement Administrator shall attempt to obtain a new mailing address for that Settlement Class Claimant. If after a second mailing, the Settlement Fund Payment is again returned, no further efforts need be taken by the Settlement Administrator to resend the check. Each Settlement Fund Payment will be negotiable for 90 days after it is issued.

XII. Releases

57. Except for the obligations and rights created by this Agreement, and upon expiration of the Opt-Out Period and entry of Final Approval Order, the Individual Plaintiffs and the Settlement Class hereby release and absolutely and forever discharge the Released Parties of any and all claims, demands, controversies, actions, causes of action, debt, liabilities, rights, contracts, damages, costs expenditures, indemnities, obligations, and alleged losses of every kind or nature whatsoever, known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, asserted or or unasserted, patent or latent, individually or on behalf of the general public, which Releasing Parties (plaintiff and any Person or entities participating in the Settlement Class Amount) asserted, have ever had, now have, or may hereafter have, related to, arising out of, or which could have been asserted, inferred, implied, included or connected in any way with any of the allegations in the Action, including, without limitation, any claims, whether they arise under federal law, common law, or under the laws of any state, pertaining to Released Parties. The Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the subject matter of this Agreement and/or the Settled Claims. The Releasing Parties acknowledge that they intend to and will fully, finally, and forever settle and release any and all Settled Claims described herein, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases of the Settled Claims by the Releasing Parties without regard to the subsequent discovery or existence of such different or additional claims or

facts. Furthermore, upon the expiration of the Opt Out Period and entry of Final Approval Order, each and every Releasing Party and all successors in interest shall be permanently enjoined and forever barred from prosecuting any and all Settled Claims against the Released Parties.

58. Counsel for HH-Entertainment shall keep RCT apprised of all developments related to the Action and this Agreement.

XIII. Payment of Attorneys' Fees, Costs, and Service Awards

59. HH-Entertainment agrees not to oppose Class Counsel's request for attorneys' fees of up to 33% of the Settlement Fund and not to oppose Class Counsel's request for reimbursement of costs and expenses. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund. The determination of Class Counsel's request for attorneys' fees shall be based on controlling United States Supreme Court and Eleventh Circuit precedent involving the award of fees in common fund class actions and not based on state law. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination.
60. The Escrow Agent shall pay from the Settlement Fund to Class Counsel all Court-approved attorneys' fees, costs, and expenses of Class Counsel, including interest accrued thereon. HH-Entertainment shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed.
61. Class Counsel will ask the Court to approve a Service Award of \$7,500.00. The Service Award is to be paid from the Settlement Fund. The Service Award shall be paid to the Class Representative in addition to the Class Representative's Settlement Fund Payment.

HH-Entertainment agrees not to oppose Class Counsel's request for the Service Award.

62. The Parties negotiated and reached agreement regarding attorneys' fees and costs, and the Service Award, only after reaching agreement on all other material terms of this Settlement.

XIV. Termination of Settlement

63. This Settlement may be terminated by either Class Counsel or HH-Entertainment by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days (or such longer time as may be agreed in writing between Class Counsel and HH-Entertainment) after any of the following occurrences:

- a. the Court fails to preliminarily approve the Settlement within 180 days after filing of the motion for preliminary approval, or fails to finally approve the Settlement within 360 calendar days of Preliminary Approval by the Court;
- b. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 270 days of such reversal; or
- c. the Effective Date does not occur.

XV. Effect of a Termination

64. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and HH-Entertainment's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to HH-Entertainment; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

65. In the event of a termination as, and after payment of any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid by HH-Entertainment, pursuant to its obligation to pay settlement expenses directly, the Escrow Agent shall return the balance of the Settlement Fund to HH-Entertainment within 5 business days of termination.
66. The Settlement shall become effective on the Effective Date unless earlier terminated.
67. In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

XVI. No Admission of Liability

68. HH-Entertainment continues to dispute its liability for the claims alleged in the Action, and maintains that its complied, at all times, with applicable laws and regulations. HH-Entertainment does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. HH-Entertainment has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
69. Class Counsel believes that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this

complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted extensive discovery.

70. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.
71. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.
72. RCT will provide a declaration identifying any insurance policies that may potentially provide insurance coverage or reimbursement to RCT for any fees, costs, the Common Fund, or any resulting judgment associated with the lawsuit initiated by the Plaintiff herein against RCT. A declaration of counsel, in support of any approval motion, will further state that, in the event the Parties had not reached a resolution, it is more likely than not that, had HHE continued to defend this action, as a matter of course, such defense may have depleted the availability of any insurance funds. Additionally, HHE will provide a declaration stating that it is not aware of any other insurance policy in effect during the alleged class period that would provide coverage for the claims in this case.
73. 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 claim made by the Plaintiff or Settlement

Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

74. In addition to any other defenses HH-Entertainment may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

75. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
76. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
77. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect regardless of events that may occur.
78. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

79. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
80. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
81. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law.
82. Counterparts. This Agreement may be executed 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, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
83. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program, the Settlement Administrator, the Notice Administrator, the Tax Administrator, and the Escrow Agent. As part of their respective agreements to render services in

connection with this Settlement, the Settlement Administrator, the Notice Administrator, the Tax Administrator, and the Escrow Agent shall consent to the jurisdiction of the Court for this purpose.

84. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
401 E. Las Olas Boulevard
Suite 1400
Ft. Lauderdale, Florida 33301
954.400.4713 (tel.)

All notices to HH-Entertainment, provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Craig J. Mariam, Esq.
cmariam@grsm.com
GORDON REES SCULLY MANSUKHANI LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
213.576.5000 (tel.)

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any Party, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

85. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for HH-Entertainment and, if

the Settlement has been approved preliminarily by the Court, approved by the Court.

86. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
87. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and counsel for HH-Entertainment, 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 HH-Entertainment to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that 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.
88. Agreement Mutually Prepared. Neither HH-Entertainment nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
89. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. HH-Entertainment has provided and is providing information that Plaintiff reasonably requests to identify Settlement Class Members. It is the Parties' intention to resolve their disputes in

connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

90. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.
91. Class Counsel will return or destroy all copies of discovery materials obtained in this litigation from Defendants or third parties within thirty (30) days after the Effective Date.

(signatures on following page)

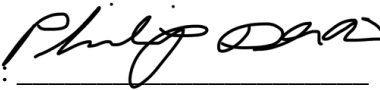
Dated: February __, 2018

WADE GLENN WITWORTH J.R.

By: _____

Dated: February ¹⁵__, 2018

HH-ENTERTAINMENT, INC.

By:  _____

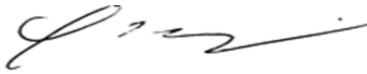
Dated: February __, 2018

MANUEL S. HIRALDO, *Class Counsel*

By: _____

Dated: February 16, 2018

CRAIG J. MARIAM, *Counsel for Defendant*

By:  _____

Dated: February 15, 2018

WADE GLENN WITWORTH J.R.

By: Wade Glenn Whitworth

Dated: February 15, 2018

HH-ENTERTAINMENT, INC.

By: _____

Dated: February 15, 2018

MANUEL S. HIRALDO, *Class Counsel*

By: Manuel S Hiraldo

Dated: February 15, 2018

CRAIG J. MARIAM, *Counsel for Defendant*

By: _____