

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into by and between Teri Kimmons-Struck ("Counter-Plaintiff"), for herself and the Settlement Class Members (as defined below), and Counter-Defendants PCA Acquisitions V, LLC ("PCA") and Lippman Recupero, LLC ("Lippman") (collectively, "Counter-Defendants"). Counter-Plaintiff and Counter-Defendants are referred to collectively in this Settlement Agreement as the "Parties."

I. RECITALS

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

1. On May 20, 2022, Counter-Plaintiff filed counterclaims and class action allegations in this matter, captioned *PCA Acquisitions V, LLC v. Kimmons-Struck* No. 22-2-08801-01 SEA, and removed the action from King County District Court to King County Superior Court (the "Action").
2. Counter-Plaintiff alleges that Counter-Defendants violated the Washington Collection Agency Act, RCW 19.16, *et seq.* ("CAA"), and the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* ("CPA"), by obtaining judgments in PCA's name and sending collection letters from Lippman during times when Lippman was not licensed as a collection agency in the state of Washington.
3. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. The Parties and their counsel have conducted informal written discovery. The Parties and their counsel have also conducted a thorough assessment of the strengths and weaknesses of their respective cases.
4. Subject to the Court's approval as required by Civil Rule 23, this Settlement Agreement will fully and forever resolve, discharge, and release all rights and claims of Counter-Defendants against Counter-Plaintiff, and all claims of Counter-Plaintiff and the Settlement Class Members (as defined below) against Counter-Defendants. Counter-Defendants agree to permanent injunctive relief as specified below, and to establish a settlement fund in the amount of \$15,000 to be distributed to Counter-Plaintiff and the Settlement Class Members for their alleged damages. Counter-Defendants will separately pay Counter-Plaintiffs' reasonable attorneys' fees and costs in the amount of \$26,000.00.
5. Counter-Plaintiff and her counsel have concluded, based upon their investigation and thorough assessment, and taking into account Counter-Defendants' claims and defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Counter-Defendants and the terms of this

Settlement Agreement are fair and reasonable, as well as in the best interest of Counter-Plaintiff and the Settlement Class Members.

THEREFORE, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled and dismissed with prejudice as follows:

II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. “Accounts” means the Settlement Class Members’ Accounts that are at issue in this Action.
2. “Class Counsel” means the law firms of Terrell Marshall Law Group, PLLC and Northwest Consumer Law Center.
3. “Class Member(s)” means all persons (1) from whom Lippman on behalf of PCA collected or attempted to collect, directly or indirectly, at any time since May 20, 2018 on a claim underlying a lawsuit initiated in a Washington state court prior to March 3, 2022, or (2) to whom Lippman sent a letter at a Washington address at any time from May 20, 2021 to March 3, 2022 attempting to collect, directly or indirectly, on an alleged claim on behalf of PCA.
4. “Court” means the King County Superior Court for the State of Washington.
5. “Effective Date” means the fifth day after the later of the following events:
 - a. The final disposition of any appeals from or review of the Final Approval Order; or
 - b. In the case of no appeal or review being filed, expiration of the applicable period of appeal.
6. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement and the service award amount requested by Counter-Plaintiff, and Class Counsel’s requested fees and expenses.
7. “Final Approval Order” means the order that the Court enters after finally approving the Settlement.
8. “Objection Deadline” means 45 calendar days from the Settlement Notice Date.

9. "Opt-Out Deadline" means 45 calendar days from the Settlement Notice Date.
10. "Notice" means the notice that will be provided pursuant to Section VII of this Settlement Agreement, substantially in the same form as Exhibit A.
11. "Preliminary Approval Order" means the order that the Court enters upon preliminarily approving the Settlement.
12. "Settlement" means the settlement contemplated by this Settlement Agreement.
13. "Settlement Payments" means cash payments that may be available to eligible Settlement Class Members.
14. "Settlement Class Member(s)" means all Class Members included on the list provided by Counter-Defendants to Class Counsel for purposes of providing Notice in this matter who do not request to be excluded from this Settlement by the Opt-Out Deadline.
15. "Settlement Notice Date" means the date the Settlement Notices are sent pursuant to the Notice Plan.

III. SETTLEMENT CONSIDERATION

1. Settlement Fund. Counter-Defendants shall pay \$15,000 into a Settlement Fund to be maintained in Class Counsel's attorney trust account, plus the reasonable attorneys' fees and costs awarded by the Court, in full and complete satisfaction of all financial obligations under this Settlement. The Settlement Fund shall be allocated to Settlement Payments, a service award to Counter-Plaintiff, and costs of administering the settlement. The attorneys' fees and costs approved by the Court shall be paid to Class Counsel. The Settlement Fund shall be non-reversionary. If the Court awards anything less than the amounts requested for a service award and settlement administration costs, then the difference shall be allocated to Settlement Payments.

2. Settlement Payments to Settlement Class Members. Each Settlement Class Member who made payments to Counter-Defendants that were allocated to amounts other than principal ("interest payments") shall receive the amount of that payment. All other Settlement Class Members shall receive an equal share of the amount remaining in the Settlement Fund after interest payments, any service award, and administration costs are deducted. The parties shall cooperate to ensure that the Class Counsel has the data needed to calculate the Settlement Payment amounts. Class Counsel shall mail Settlement Payment checks by first class mail within 30 days after the Effective Date. Settlement Class Members will not be required to submit claims in order to receive a Settlement Payment. Checks will be valid for 120 days from the date on the check.

3. Payment. On the first business day after the Effective Date, Counter-Defendants will pay the Class Counsel the full amount of the Settlement Fund (\$15,000). Counter-Defendants will pay Class Counsel a total of \$26,000 for their reasonable attorneys' fees and costs by wire transfer or transfers to Class Counsel's trust account, pursuant to the schedule set forth in Section IV.2.

4. Prospective Relief. As additional consideration, Counter-Defendants shall not collect or attempt to collect on Settlement Class Members' Accounts any amounts above principal. Counter-Defendants shall convey this restriction to any person or entity who may purchase or obtain Settlement Class Members' Accounts in the future.

IV. SERVICE AWARD TO COUNTER-PLAINTIFF AND ATTORNEYS' FEES AND EXPENSES

1. Payment to Counter-Plaintiff. Counter-Plaintiff may move the Court for a service award in the amount of \$1,000, for her time and effort in connection with this Action. Class Counsel shall issue the service award from the Settlement Fund within five (5) days after the Effective Date.

2. Litigation Expenses and Attorneys' Fees. Class Counsel will be paid a total of \$26,000 for their reasonable attorneys' fees and expenses to be paid separate from the Settlement Fund, pursuant to the following schedule: \$13,000 to be paid within 5 days after the Effective Date and the balance of \$13,000 to be paid 30 days after the first attorneys' fees payment.

3. Unclaimed Settlement Funds. Settlement Payment checks that are not cashed within 120 days after the date on the check shall be voided.

4. Cy pres Award. Any undistributed amounts remaining in the Settlement Fund after the check-cashing period described in the preceding paragraph shall be paid to the Legal Foundation of Washington.

V. ADMINISTRATION AND NOTICE

1. Payment of Administration and Notice. All costs of administering this Settlement will be paid from the Settlement Fund.

2. Notice Plan. Within 14 days after issuance of the Preliminary Approval Order, Counter-Defendants shall provide to Class Counsel a list of all class members, their contact information, the date(s) on which Counter-Defendant Lippman sent them collection letters and/or obtained judgments against them, and the amounts paid by class members and not allocated to principal. Class Counsel shall provide notice within 30 days after the issuance of the Preliminary Approval Order, Class Counsel will send the Notice through U.S. mail to the most recent address for each Class Member reflected in Counter-Defendants' list. Counter-Plaintiff may terminate this agreement within 5 business days after receipt of the class list if it is

materially inconsistent with Counter-Defendants' representations about the number of class members or amounts of interest payments.

VI. OPT-OUT PROCESS

1. **Opt-Out Requirements.** Class Members may exclude themselves from the Settlement by advising Class Counsel in writing no later than the Opt-Out Deadline that they do not want to be a Settlement Class Member. All such writings must include the name and address of the individual opting out and be postmarked no later than the Opt-Out Deadline. Class Members who exclude themselves in writing by the Opt-Out deadline shall not be Settlement Class Members and shall not be bound by this Settlement Agreement, its release of claims, or the judgments of the Court in this Action.

2. **Retention of Opt-Outs.** Class Counsel will retain a copy of all opt-out requests and will provide copies to the Counter-Defendants' counsel.

VII. OBJECTIONS

1. **Right to Object.** Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. The written objection must provide the objector's name, address, and telephone number, and the reason(s) for the objection.

2. **Right to Appear at Final Approval Hearing.** Any Settlement Class Member who objects may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing should file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any Settlement Class Member who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear or object separately and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

VIII. FINAL APPROVAL

1. **Motion for Final Approval Order.** After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than 14 days before the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order. Class Counsel shall file a memorandum addressing any valid objections, and Counter-Defendants' counsel may, but is not required to, file an additional memorandum in response.

2. **Final Approval Order.** This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of Due Process and CR 23;

- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Counter-Plaintiff and Class Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release in Section XI;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action; and
- g. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

IX. RELEASE OF CLAIMS

1. Releases. As of the Effective Date, Counter-Plaintiff and each Settlement Class Member and their respective heirs, estates, trusts, agents, and successors, resolve, relinquish, and discharge forever Counter-Defendants from all claims based on the identical factual predicate in Counter-Plaintiff's Second Amended Answer and Counterclaims, including claims for violation of Washington's Collection Agency Act or Consumer Protection Act. Counter-Plaintiff Kimmons-Struck and her respective heirs, estates, trusts, agents, and successors, additionally resolve, relinquish, and discharge forever all claims existing as of the date this agreement is fully executed, whether known or unknown, against Counter-Defendants and any person(s) acting on behalf of or through Counter-Defendants. Counter-Defendants release, resolve, relinquish, and discharge forever all claims against Counter-Plaintiff Kimmons-Struck relating to the Capital One account ending in 8739 and agree to dismissal of Counter-Defendants' claims against Ms. Kimmons-Struck with prejudice.

X. NO ADMISSION OF LIABILITY

1. Denial of Liability. Counter-Defendants deny any liability or wrongdoing of any kind in connection with the claims alleged in this Action. Nothing in this Settlement Agreement or the acts performed in furtherance of this Settlement Agreement shall constitute an admission by Counter-Defendants of wrongdoing or liability in this Action.

2. Evidence Rule 408. Pursuant to Washington Evidence Rule 408, this Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Settlement Agreement.

XI. GENERAL PROVISIONS

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties.
2. Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.
3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.
4. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by the Parties and approved by the Court.
5. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.
6. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve after good faith efforts will be decided by the Court.
7. Mutual Cooperation. The Parties agree to reasonably cooperate with each other to accomplish the terms of this Settlement Agreement, including (but not limited to) execution of the supporting documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement.
8. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, and by scanned and/or facsimile signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. Choice of Law. Any proceedings to enforce or construe the Settlement or the Settlement Agreement shall be governed by Washington law.
10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Counter-Plaintiff and Settlement Class Members:

TERRELL MARSHALL LAW GROUP PLLC
Beth E. Terrell
Email: bterrell@terrellmarshall.com

Blythe H. Chandler
Email: bchandler@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869
Telephone: (206) 816-6603
NORTHWEST CONSUMER LAW CENTER
Amanda Martin
Email: amanda@nwclc.org
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869
Telephone: (206) 805-0989

As to Defendant PCA ACQUISITIONS V, LLC:

TROUTMAN PEPPER
Leah S. Strickland
Email: leah.strickland@troutman.com
222 Central Park Avenue, Suite 2000
Virginia Beach, Virginia 23462
Telephone: (757) 687-7511

As to Defendant LIPPMAN RECUPERO, LLC:

SAVITT BRUCE & WILLEY LLP
Duncan E. Manville, WSBA #30304
Email: dmanville@sbwllp.com
1425 Fourth Avenue, Suite 800
Seattle, Washington 98101-2272
Telephone: (206) 749-0500

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

TERI KIMMONS-STRUCK

By: Teri R. Kimmons-Struck
Counter-Plaintiff

3/8/2023
Date

PCA ACQUISITIONS V, LLC

By: _____
Counter-Defendant

Date

Blythe H. Chandler
Email: bchandler@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869
Telephone: (206) 816-6603
NORTHWEST CONSUMER LAW CENTER
Amanda Martin
Email: amanda@nwclc.org
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869
Telephone: (206) 805-0989

As to Defendant PCA ACQUISITIONS V, LLC:

TROUTMAN PEPPER
Leah S. Strickland
Email: leah.strickland@troutman.com
222 Central Park Avenue, Suite 2000
Virginia Beach, Virginia 23462
Telephone: (757) 687-7511

As to Defendant LIPPMAN RECUPERO, LLC:

SAVITT BRUCE & WILLEY LLP
Duncan E. Manville, WSBA #30304
Email: dmanville@sbwllp.com
1425 Fourth Avenue, Suite 800
Seattle, Washington 98101-2272
Telephone: (206) 749-0500

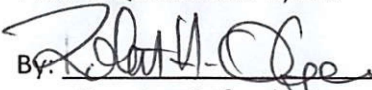
IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

TERI KIMMONS-STRUCK

By: _____
Counter-Plaintiff

Date

PCA ACQUISITIONS V, LLC

By:  _____
Counter-Defendant

3/10/2023
Date

Its: SVP Compliance/General Counsel

LIPPMAN RECUPERO, LLC

By: David Lippman
Counter-Defendant

03/08/23
Date

- Exhibit A -

936 N 34th Street, Suite 300

Seattle, WA 98103

Return Service Requested

COURT AUTHORIZED LEGAL NOTICE
THIS IS NOT A COLLECTION NOTICE OR AN ATTEMPT
TO COLLECT A DEBT

A settlement has been reached in the class action lawsuit *PCA Acquisitions V, LLC v. Teri R. Kimmons-Struck, et al.*, King County Superior Court Case No. 22-2-08801-0 SEA. The class representative alleges that debt buyer PCA Acquisitions V, LLC (“PCA”) and collection agency Lippman Recupero, LLC (“Lippman”) violated the Washington Collection Agency Act and Washington Consumer Protection Act. Lippman and PCA deny the Counter-Plaintiff’s claims. The Court has not decided who is right.

You are receiving this notice because records show that Lippman filed a lawsuit against you or mailed you a collection letter, or both, before it obtained a collection agency license. You may be entitled to money or other benefits from this settlement.

If you do not exclude yourself, you will be entitled to a payment that is estimated to be \$ [ADD].

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «St» «Zip»

«Country»

Who is a Class Member? You may be a class member if Lippman filed a lawsuit against you seeking to collect a debt allegedly owed to PCA at any time from May 20, 2018 to March 3, 2022, or sent you a collection letter on debts allegedly owed to PCA at any time from May 20, 2021 to March 3, 2022.

Settlement Terms: The settlement requires Lippman and PCA to stop collecting amounts above the principal of the debt that PCA claims you owe that Lippman collected or attempted to collect during the relevant time periods. The Settlement requires Lippman and PCA to establish a \$15,000 Settlement Fund. This Settlement Fund will be used to pay settlement awards to eligible class members, a service award to the class representative of up to \$1,000, and the costs of settlement administration. The settlement requires Lippman and PCA to separately pay class counsel's attorneys' fees and costs of \$26,000.

Please visit www.XXXXX.com, call 1-888-349-7023, or email classactions@terrellmarshall.com to learn more.

YOUR RIGHTS AND OPTIONS

Do Nothing: You will be a member of the class and will be entitled to all benefits under the settlement, including the estimated payment amount printed on the front of this card. You will receive a payment at the address where you received this Notice and you will be bound by the Court's decisions. You will lose the right to sue Lippman and PCA regarding any issues relating to this action.

Opt Out: You may exclude yourself from the lawsuit and keep your right to sue Lippman and PCA on your own by sending a written request for exclusion to class counsel postmarked by [XXX](#), 2023. If you exclude yourself, you will not receive a payment or any other benefits under the settlement. If you do not exclude yourself, you give up your right to sue regarding the settled claims. More information about opting out is available at www.XXXXX.com.

Object: If you do not exclude yourself, you can comment on or object to the proposed settlement. Written objections must be signed, include your name and address, and the name of any attorney representing you, and provide the reasons for the objection. Objections must be filed with the Court by [XXX](#), 2023. More information about making an objection is available at www.XXXXX.com.

Attend the Final Approval Hearing. The hearing to decide whether the settlement should be approved is on [XXX](#), 2023 at [X:XX](#) a.m. at the King County Superior Court, 516 Third Avenue, Seattle, WA 98104. You may appear at the Final Approval Hearing to tell the Court what you think about the Settlement but you are not required to appear. The Court may change the date or time of the hearing. Check the settlement website for updates.

KING COUNTY SUPERIOR COURT

PCA Acquisitions V, LLC et al., v. Teri Kimmons-Struck

Case No. 22-2-08801-0 SEA

If Lippman Recupero, LLC filed a lawsuit against you on behalf of PCA Acquisitions V, LLC before March 3, 2022, or sent you a collection letter at a Washington address at any time from May 20, 2021 to March 3, 2022 attempting to collect on a debt you allegedly owe to PCA Acquisitions V, LLC, you may be entitled to benefits from a class action settlement.

A Washington state court authorized this notice.

This is not a solicitation from a lawyer and it is not a lawsuit against you. This is not an attempt to collect a debt.

- Lippman Recupero, LLC (“Lippman”) and PCA Acquisitions V, LLC (“PCA”) have agreed to establish a settlement fund of \$15,000 from which eligible persons will receive cash awards. The fund will also be used to pay settlement administration expenses and a service award.
- All class members for whom class counsel has a deliverable address are eligible to receive a payment from the settlement fund. If you think you may be part of the class but you did not receive a postcard notice in the mail, contact class counsel to update your address.
- The settlement resolves a lawsuit over whether Lippman and PCA violated the Washington Collection Agency Act, the Washington Consumer Protection Act, and the Fair Debt Collection Practices Act by Lippman filing collection lawsuits against Washington consumers or sending them collection letters before Lippman obtained a collection agency license from the state of Washington.
- Lippman and PCA do not admit to any wrongdoing and continue to deny the allegations in the case. The two sides disagree on whether the class would have been certified and whether the Class Representative would have won at trial.
- The Court presiding over the case has issued an order granting preliminary approval of the settlement and granting provisional certification of the settlement class. The Court will decide whether the proposed settlement should be approved.
- Court-appointed lawyers for the class (“class counsel”) will ask the Court to approve a payment of \$26,000 for attorneys’ fees and expenses to be paid by Lippman and PCA separately from the settlement fund.
- Your estimated share of the settlement fund, if you do not exclude yourself, is included on the postcard notice sent to you. Please note, the amount included in the postcard notice is an estimate. The final amount may be different. Your legal rights are affected by whether you act or not. Please read this notice carefully.

- **Questions?** Read on, view the full Settlement Agreement [here](#), call 1-855-349-7023 toll free or email classactions@terrellmarshall.com.

Your Legal Rights and Options in This Lawsuit	
Do Nothing	<p>Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that come from the settlement, but you give up any rights to sue Lippman and/or PCA separately about the same or similar legal claims.</p>
Exclude yourself by DATE.	<p>Get out of this lawsuit. Get no benefits from it. Keep rights to sue.</p> <p>If you exclude yourself, you will not be eligible to receive any money or other benefits that come from the settlement and you may not object. This is the only option that allows you to be part of any other lawsuit against Lippman and/or PCA about the legal claims in this case.</p>
Object by DATE.	<p>Stay in this lawsuit. File a written objection to the settlement with the Court.</p> <p>If you disagree with any portion of the Settlement Agreement, you may file a written objection with the Court, which will be considered at the final approval hearing. If you want your objection considered by the Court, you may not exclude yourself from the settlement. If the settlement is approved, you will be bound by the Settlement Agreement and you give up rights to sue Lippman and/or PCA separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive money or benefits that come from the settlement.</p>
Attend a hearing on DATE.	<p>Attend the final approval hearing and ask the Court to speak.</p> <p>If you do not exclude yourself, you may ask to speak to the Court about the fairness of the settlement.</p>

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

The purpose of this website is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *PCA Acquisitions V, LLC v. Teri R. Kimmons-Struck, et al.*, Case No. 22-2-08801-0 SEA. Judge LeRoy McCullough of the Superior Court of the State of Washington for King County has preliminarily approved the proposed settlement. You have legal rights and options that you may act on before the Court decides whether to grant final approval of the proposed settlement. Because your rights will be affected by this settlement, it is important that you read the information on this website carefully.

2. Why did I get a postcard Notice?

Lippman or PCA's records show that Lippman collected or attempted to collect from you amounts that you allegedly owe to PCA (1) by filing a lawsuit against you in a Washington state court before March 3, 2022; or (2) by sending you a collection letter from May 20, 2021 to March 3, 2022.

3. What is this lawsuit about?

In a class action a person called a "Class Representative" (in this case Teri Kimmons-Struck), sues on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

The Class Representative challenged Lippman's attempts to collect on debts class members allegedly owed to PCA before Lippman obtained a Washington collection agency license. The Class Representative alleges that Lippman's and PCA's conduct violated the Washington Collection Agency Act, the Washington Consumer Protection Act, and the Fair Debt Collection Practices Act.

Lippman and PCA deny the Class Representative's claims.

THE SETTLEMENT

4. Why is there a settlement?

The Court did not decide in favor any person in the lawsuit. Instead, both sides agreed to a settlement. This avoids the cost of a trial, and the people affected will benefit from the settlement. The Class Representative and her attorneys think the settlement is best for all class members under the circumstances. Lippman and PCA have not admitted fault or that they violated any laws.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a class member if Lippman collected or attempted to collect from you a debt allegedly owed to PCA:

1. by filing a lawsuit against you in a Washington state court before March 3, 2022; or
2. by sending a collection letter to your Washington address between May 20, 2021 and March 3, 2022.

The class does not include any persons who validly request exclusion from the settlement, as described under Question 11.

If you have questions about whether you are a part of the class, you may call 1-855-349-7023.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

The settlement requires Lippman and PCA to establish a settlement fund in the amount of \$15,000. The Settlement Fund will first be used to pay a Class Representative service award of up to \$1,000, and settlement administration costs. The remainder will be used to make cash payments first to return money to each settlement class member who paid money to Lippman that were allocated to amounts other than principal, and then in equal shares to all settlement class members for whom class counsel has a deliverable address.

The settlement also requires Lippman and PCA to cease attempts to collect amounts above principal for the settlement class members' accounts at issue in this case.

7. Will I receive a payment and how much will it be?

Your share of the settlement's cash payment will depend on whether you paid money to Lippman that was allocated to amounts other than principal.

Your estimated share of the Settlement Fund, if you do not exclude yourself, is included on the postcard notice sent to you. Your estimated share of the Settlement Fund may increase or decrease depending on factors such as, but not limited to, the outcome of any challenge by class members to the settlement, the number of class members for whom class counsel has a deliverable address, and the number of class members who effectively exclude themselves from the settlement.

If you have questions about whether you are entitled to a payment under the settlement, you may call 1-855-349-7023.

If you request to be excluded from the settlement, you will not receive any payment or other benefits from the settlement.

HOW YOU GET A PAYMENT

8. How can I get a payment?

If you received a postcard notice, you will automatically receive that benefit. You do not need to submit a claim form or contact anyone. If you did not receive a postcard notice but believe you are in the class, you must call 1-855-349-7023.

9. When will I get my payment?

The Court will hold a hearing on [REDACTED], to decide whether to approve the settlement. If the hearing date changes, this website will be updated. If the Court approves the settlement, the parties will then have to wait up to 30 days to see whether there is an appeal. An appeal can take up to a year or more to resolve. In the event of an appeal, information about the appeal's progress will be posted on this website.

If there is no appeal, class counsel expect the payments to be sent out within 65 days of the Court's approval of the settlement.

10. What am I giving up to receive a benefit?

Unless you exclude yourself, you will be part of the class. That means you may not sue, continue to sue, or be part of any other lawsuit against Lippman or PCA regarding claims that are the same or similar to the ones in this lawsuit. It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available [here](#)) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims (the "Released Parties") in detail, so read it carefully. To summarize, the Release includes claims that arise out of Lippman having filed lawsuits against consumers in PCA's name or sent collection letters to Washington addresses seeking to collect amounts allegedly owed to PCA before Lippman obtained a Washington collection agency license. If you are currently involved in a lawsuit against PCA Acquisitions V, LLC or Lippman Recupero LLC, or contemplating filing a lawsuit against one of those entities, you should consult with your own attorney to determine whether you need to opt out of this settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Lippman or PCA in a different case, then you must remove yourself from the class. This is called excluding yourself – or is sometimes referred to as “opting out” of the settlement.

11. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a written letter to class counsel at the address below that includes your name and address and must be postmarked no later than XXXXXX.

Exclusion requests must be mailed to:

Terrell Marshall Law Group
PCA v. Kimmons-Struck class action
936 N. 34th Street, Suite 300
Seattle, WA 98103

You cannot exclude yourself on the phone, by fax, or by email. If you ask to be excluded, you will not get any payment or debt relief, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) Lippman and/or PCA in the future.

12. If I don't exclude myself, can I sue Lippman Recupero, LLC or PCA Acquisitions V, LLC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue PCA Acquisitions V, LLC or Lippman Recupero, LLC, for the claims that this settlement resolves. If you already have a lawsuit relating to these companies' debt collection practices, you should speak to your lawyer in that case immediately. You may need to exclude yourself from this class to continue your own lawsuit. The exclusion deadline is XXXXXXXX, 2023.

13. If I exclude myself, can I get anything from this settlement?

No. You will not receive any monetary benefits if you exclude yourself and additional settlement benefits described in section 6 will not apply to you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has decided that Terrell Marshall Law Group PLLC and Northwest Consumer Law Center are qualified to represent you and all class members. Together, these lawyers are called “class counsel.”

More information about Terrell Marshall Law Group PLLC and Northwest Consumer Law Center, their practices, and their experience is available www.terrellmarshall.com and www.nwclc.org.

You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs in a separate payment from Lippman and PCA in amounts approved by the Court. If you want your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class counsel will ask the Court to approve payment of up to \$26,000 to them for attorneys' fees and expenses. This payment will pay class counsel for investigating the facts, litigating the case, and negotiating the settlement. Class counsel will request a service award of \$1,000 from the settlement fund for the Class Representative to compensate her for her time and effort representing the Class. Class counsel's complete request for fees, costs, and a service award to the Class Representative are posted on this website in the preliminary approval motion. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

16. How do I object to the settlement?

If you are a class member and you do not exclude yourself from the class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. The Court cannot change the terms of the settlement. The Court can only approve or deny the settlement.

To object, you must file your objection by mailing a written letter to the Court at the address provided below. The letter must include:

- (1) the following case name and number: *PCA Acquisitions V, LLC v. Kimmons-Struck* No. 22-2-08801-0 SEA;
- (2) your name;
- (3) your current address;
- (4) your telephone number;
- (5) any reason why you think the Court should not approve the settlement; and
- (6) the name of the lawyer representing you (if there is one).

The objection must be postmarked no later than [REDACTED]. If the settlement is approved, you will still be eligible to receive a payment under the settlement.

Objections to the settlement must be filed with the Court by mailing your letter to:
King County Courthouse
Clerk's Office

516 Third Avenue, Room E-609
Seattle, WA 98104

17. What is the difference between objecting and excluding myself from the settlement?

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

THE COURT'S FAIRNESS HEARING

18. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold a final approval hearing at [redacted] on [redacted] at the King County Courthouse, 516 Third Avenue, Seattle, WA 98104. The purpose of this hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interest of the class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by class counsel for attorneys' fees and expenses and the service award to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court order. Any changes will be posted on this website.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

If you do not exclude yourself from the class, you may ask the Court for permission to speak at the hearing about any part of the Settlement Agreement. If you filed an objection (see Question 16 above) and intend to appear at the hearing, you should state your intention to do so in your objection. To speak, write that you will do so in your objection or send a letter saying that it is your "Notice of

Intention to Appear” in *PCA Acquisitions V, LLC v. Kimmons-Struck*, No. 22-2-08801-0 SEA. Be sure to include your name, address, telephone number, that you are a class member, and your signature. Your Notice of Intention to Appear should be received at the address in Question 16, no later than 10 days before the hearing date, **XXXXX**, 2023. You can call 1-855-349-7023 toll free or write to class counsel at classactions@terrellmarshall.com for more information about how to appear. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a member of the class and you will be eligible to receive settlement benefits.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This website summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement [here](#). You can also get a copy of the Settlement Agreement by writing to class counsel at the address below.

23. How do I get more information?

First review all the information on this website. If you still have questions, you can call 1-855-349-7023 toll free; or write to class counsel at classactions@terrellmarshall.com or

Terrell Marshall Law Group
PCA v. Kimmons-Struck class action
936 N. 34th Street, Suite 300
Seattle, WA 98103

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR COUNTER-DEFENDANTS PCA OR LIPPMAN WITH QUESTIONS ABOUT THE SETTLEMENT.