SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement," "Agreement," or "Settlement")¹ is entered into between Plaintiffs, Ashley Portman and Eric Seal (collectively, the "Plaintiffs"), on behalf of themselves individually and as representatives of a class of Persons defined below, and Defendant, RCN Telecom Services, LLC ("Defendant" or "RCN"). Plaintiffs and Defendant are collectively referred to in this Agreement as the "Parties".

RECITALS

WHEREAS on August 18, 2015, Plaintiff Portman filed a putative class action lawsuit in the United States District Court for the Northern District of Illinois, entitled Ashley Portman et al v. RCN Telecom Services, LLC, No. 15-cv-7258 ("Portman 1"), which, following dismissal, was re-filed on May 12, 2016 in the Circuit Court of Cook County, Illinois, entitled Ashley Portman et al v. RCN Telecom Services, LLC, No. 16 CH 06580 ("Portman 2");

WHEREAS on May 23, 2016, Plaintiff Seal filed a putative class action lawsuit in the Circuit Court of Cook County, Illinois, entitled Eric Seal et al v. RCN Telecom Services, LLC, No. 16 CH 07073 ("Seal"), (collectively with Portman 1 and 2, the "Litigation");

WHEREAS in the Litigation, Plaintiffs contend that Defendant violated the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 et seq., by allegedly making automated or prerecorded voice calls to individuals' cellphones without their prior express consent in violation of Section 227(b)(1)(A)(iii), and by allegedly making telemarketing calls to individuals without having or following proper procedures for maintaining an internal do-not-call list in violation of Section 227(c)(5) and 47 C.F.R. § 64.1200(c)-(d);

WHEREAS Defendant has disputed its liability in the Litigation and has vigorously

¹ Unless otherwise stated, capitalized terms shall have the meanings ascribed to them in Section I of this Settlement Agreement.
defended itself through numerous filings;

WHEREAS the Parties engaged in written and oral discovery, whereby Defendant produced documents and made its employees available for depositions;

WHEREAS during discovery, but prior to any briefing on the issue of class certification, the Parties agreed to engage in settlement discussions to determine whether they could reach a consensual resolution of the Litigation;

WHEREAS in an effort to facilitate a resolution of the Litigation and mediate settlement discussions, the Parties engaged the Hon. James F. Holderman (Ret.), of JAMS, Inc. in Chicago, the former Chief Judge of the Northern District of Illinois;

WHEREAS following mediation with Judge Holderman, the Parties reached an agreement in principle to resolve the Litigation;

WHEREAS pursuant to the Parties’ agreement, Plaintiff Portman voluntarily dismissed her case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), and refiled her claim in the Circuit Court of Cook County, Illinois, due to the Parties’ concern that the outcome of the United States Supreme Court’s consideration of the case Spokeo, Inc. v. Thomas Robins, No. 13-1339, would divest the federal court of jurisdiction over the cases before the proposed settlement could be effectuated, which, in order to effectuate the agreed-upon settlement, would require the Parties to start the settlement approval process over in state court after significant notice costs and expenses had already been incurred;

WHEREAS Plaintiffs’ attorneys have thoroughly investigated the relevant facts regarding Defendant’s use of automated dialing equipment, Defendant’s practices with respect to obtaining consent from those whom it calls, and the law relating to the Litigation, before determining whether the Litigation should be resolved by entering into this Settlement
WHEREAS Plaintiffs’ attorneys have also thoroughly investigated the law and the facts regarding Defendant’s policies and procedures for maintaining a list of persons who request not to receive telemarketing calls before determining whether the Litigation should be resolved by entering into this Settlement Agreement;

WHEREAS Defendant denies all liability for the claims asserted in the Litigation;

WHEREAS without admitting or conceding any wrongdoing or liability, and solely for the purpose of avoiding the inconvenience and expense of further litigation, Defendant has agreed to settle all claims, demands, and liabilities between Defendant, Plaintiffs, and the Settlement Class, including all claims that have been asserted, or could have been asserted, in the Litigation;

WHEREAS Plaintiffs and their counsel believe that the claims asserted in the Litigation have merit, but they have concluded that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the Litigation, considering (1) the benefits to the Settlement Class under this Settlement, (2) Defendant’s demonstrated willingness to vigorously oppose class certification and Plaintiffs’ claims if the Litigation is not settled, and (3) the attendant risks, costs, uncertainties, and delays of proceeding with the Litigation;

NOW, THEREFORE, it is agreed, by and among the undersigned, that the Litigation shall be settled on the terms and conditions set forth herein, subject to judicial approval.

I. DEFINITIONS

1.1. “Administration Costs” shall mean (i) the costs and expenses associated with the production and dissemination of the Class Notice, (ii) the costs and expenses of the Settlement
Administrator and the Mediator, and (iii) any other costs associated with the Settlement of this Litigation (other than Plaintiffs’ Incentive Awards and attorneys’ fees and expenses sought by Class Counsel).

1.2. "Agreement Execution Date" shall mean the date on which the final signature is affixed below to execute this Settlement Agreement.

1.3. "Attorneys’ Fee Order" shall mean the Court’s order on the Fee and Expense Application as contemplated in Section 8.1.

1.4. "Attorneys’ Fee Order Effective Date" shall mean the date on which the Attorneys’ Fee Order becomes both final and no longer subject to appeal or review (or further appeal or review), whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.5. "Claim Form" shall mean the form that Settlement Class Members are required to complete in order to receive a distribution from the Settlement Fund, and identical in all material respects to that attached hereto as Exhibit 3.

1.6. "Claims Deadline" shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set, subject to approval by the Court, on a date twenty-one (21) days after the Final Approval hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Claim Form and in the Long Form Class Notice and the Publication Class Notice.

1.7. "Class Counsel" shall mean Myles McGuire, Evan M. Meyers and Eugene T. Turin of McGuire Law, P.C., Alexander H. Burke of Burke Law Office, LLC and Michael J. McMorrow of McMorrow Law, P.C.,

1.8. "Class Notice" shall mean the Short Form Class Notice, Long Form Class Notice and the Publication Notice, collectively.
1.9. “Class Period” shall mean the period between April 1, 2011 and the date of entry of the Preliminary Approval Order.

1.10. “Class Representatives” shall mean the named Plaintiffs in the Litigation, Ashley Portman and Eric Seal.

1.11. “Court” shall mean Judge David B. Atkins of the Circuit Court of Cook County, Illinois, or any judge who shall succeed him as the Judge presiding over the Litigation.

1.12. “Defendant” shall mean RCN Telecom Services, LLC.

1.13. “Defendant’s Counsel” or “RCN’s Counsel” shall mean Bart Murphy and Martha O’Connor of Ice Miller LLP.

1.14. “Distributable Settlement Fund” shall have the meaning ascribed to it in Section 2.3(a).

1.15. “Effective Date” shall mean the date five (5) business days after the date upon which the Final Approval Order substantially in the form of Exhibit 6 becomes both final and no longer subject to appeal or review (or further appeal or review), whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.16. “Final Approval Hearing” shall mean the hearing to be held before the Court where the Plaintiffs will request that the Settlement Agreement receive Final Approval and that the Court approve the Fee and Expense Application and approve Incentive Awards to the Class Representatives.

1.17. “Fee and Expense Application” shall mean the petition to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

1.18. “Final Approval” shall mean the entry of the Final Order and Judgment.

1.19. “Final Order and Judgment” shall mean a final order entered by the Court that
grants approval of the Settlement following the Final Approval Hearing, and which is identical in all material respects to Exhibit 6 to this Settlement Agreement.

1.20. "Incentive Award" shall mean the incentive award that the Court awards to the Plaintiffs pursuant to Section 7.1.

1.21. "Litigation" shall mean Ashley Portman v. RCN Telecom Services, LLC, No. 15-cv-7258 (N.D. Ill.), Ashley Portman v. RCN Telecom Services, LLC, No. 16 CH 06580 (Cook Cty. Ill.), and Eric Seal v. RCN Telecom Services, LLC, No. 16 CH 7073 (Cook Cty. Ill.), collectively.

1.22. "Long Form Class Notice" shall mean the non-summary notice that will be mailed by the Settlement Administrator on request from a Settlement Class Member, or made available on a website, to all Settlement Class Members. The Long Form Class Notice will be identical in all material respects to that attached hereto as Exhibit 1, and shall also include the Claim Form.

1.23. "Mediator" shall mean the Hon. James F. Holderman (Ret.) of JAMS, Inc.

1.24. "Notice Date" shall mean the date by which the Notice Plan has been completely carried out, and shall be a date no later than forty-five (45) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

1.25. "Notice Plan" shall mean the proposed plan developed by the Settlement Administrator of disseminating to members of the Settlement Class notice of the proposed Settlement and of the Final Approval Hearing. The Notice Plan will include both a direct notice and publication notice component, as set forth in Exhibit 4.

1.26. "Objection/Exclusion Deadline" shall mean the date by which Persons within the Settlement Class may submit a written objection to this Settlement Agreement or a request for exclusion. Such written objections or requests for exclusions must be postmarked, submitted
electronically via the Settlement Website, or filed with the Court (for objections). The Objection/Exclusion Deadline shall be a date no later than ninety-one (91) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

1.27. "Parties" shall mean Plaintiffs and Defendant, collectively.

1.28. "Person" shall mean any individual, corporation, partnership, company, association, estate, legal representative, trust, or any business or legal entity.

1.29. "Plaintiffs" shall mean Ashley Portman and Eric Seal, collectively.

1.30. "Preliminary Approval Order" shall mean an order entered by the Court that grants preliminarily approval to the Settlement in accordance with Section 4.1, certifies the Settlement Class, and approves of the Notice Plan, and which is identical in all material respects to Exhibit 5 to this Settlement Agreement.

1.31. "Publication Notice" shall mean the component of the Notice Plan agreed to by the Parties by which notice shall be made through publication notice substantially in the form attached hereto as Exhibit 4. Publication Notice will be limited to publications distributed in regions of the U.S. corresponding with RCN’s regional markets. The Publication Notice shall include banner ads placed on select websites.

1.32. "RCN" shall mean Defendant, RCN Telecom Services, LLC.

1.33. "Released Claims" shall mean any and all claims, liabilities, demands, causes of action, or lawsuits of the Settlement Class Members, whether known or unknown (including Unknown Claims), whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever relating in any way to telephone calls by, from or on behalf of RCN and arising out of any violation of the TCPA or any other
telephone- or telemarketing-related federal, state or local law, regulation or ordinance arising
during the Class Period, including any claims that in any way relate to automated calls (i.e., those
made using an Automatic Telephone Dialing System and/or an artificial or prerecorded voice) or
telemarketing calls made by or on behalf of RCN to Settlement Class Members or telephone
numbers assigned to Settlement Class Members.

1.34. "Released Parties" shall mean: (a) RCN Telecom Services, LLC and all of its
present, past, and future predecessors, successors, parents, subsidiaries, affiliates, divisions,
assigns, officers, directors, committees, employees, fiduciaries, administrators, actuaries, agents,
insurers, representatives, attorneys, retained experts and trustees; and (b) any
party that could be
deemed to have made telephone calls on behalf of one of the entities listed in subsection (a) of
this section, including but not limited to that party’s present, past, and future predecessors,
successors, parents, subsidiaries, affiliates, divisions, assigns, officers, directors, committees,
employees, fiduciaries, administrators, actuaries, agents, insurers, representatives, attorneys,
retained experts and trustees. The Parties expressly agree that any person or entity being released
under this Agreement who is not a party to this Agreement is an intended third-party beneficiary
of this Agreement.

1.35. "Settlement" shall mean the compromise and settlement agreement embodied in
this Settlement Agreement.

1.36. "Settlement Administrator" shall mean Epiq Systems, Inc.

1.37. "Settlement Class" shall mean: a) all persons who received a call on their
cellphone during the period April 1, 2011 through October 15, 2013 made by or on behalf of
RCN, that was placed using an automatic telephone dialing system, for which they did not
provide express consent to RCN to receive the call(s) provided that they did not have an
established business relationship with RCN and had not revoked consent to receive calls from
RCN; b) all persons who received a marketing call on their cellphone during the period October
16, 2013 through the date of the Preliminary Approval Order that was made by or on behalf of
RCN using an automatic telephone dialing system, for which they did not provide express
written consent to receive the call(s); c) all persons who received a non-marketing call on their
cellphone during the period October 16, 2013 through the date of the Preliminary Approval
Order that was made by or on behalf of RCN using an automatic telephone dialing system, for
which they did not provide express consent to receive the call(s); d) all persons who during the
Class Period received more than one marketing call in a one-year period that was made by or on
behalf of RCN without their consent when registered on the National Do Not Call List; and e) all
persons who received a pre-recorded marketing call on their landline from RCN on or after
October 16, 2013 who did not provide express consent to receive the call.

1.38. "Settlement Class Member” shall mean a Person who falls within the definition of
the Settlement Class and has not submitted a valid request for exclusion from the Settlement
Class.

1.39. “Settlement Fund” means a cash settlement fund that shall be established by the
Defendant up to a maximum amount of Six Million Dollars ($6,000,000.00). The Settlement
Fund shall be initially funded by Defendant within ten (10) business days after the entry of the
Preliminary Approval Order in the amount of Two Hundred Thousand Dollars ($200,000.00) for
the purpose of notice and administration costs (“the Notice and Administration Payment”). The
Settlement Administrator shall provide Defendant with a completed W-9 before the Notice and
Administration Payment is due and if the W-9 form is not provided by the date the Notice and
Administration Payment is initially due, then the Notice and Administration Payment will not be
due until five business days after the completed W-9 form for the Settlement Administrator is received by Defendant. Defendant shall make the Notice and Administration Payment to an escrow account designated by the Settlement Administrator and transmitted via wire transfer following instructions to be provided by the Settlement Administrator. Total Administration Costs will not exceed $200,000.00 and Defendant shall receive a credit in such amount against its Settlement Fund after such payment is made. The Settlement Fund, shall be used to pay all approved claims, Administration Costs, Plaintiffs' incentive awards and attorneys' fees and costs. The Settlement Fund represents the limit and extent of Defendant’s monetary obligations under this Agreement. In no event shall Defendant’s total financial liability with respect to this Settlement exceed Six Million Dollars ($6,000,000.00). Once Defendant makes all payments required under this Agreement to the Settlement Fund, Defendant has no further payment obligation to the Settlement Class. Class Counsel shall ensure that the Settlement Administrator only makes payments from the Settlement Fund in accordance with this Agreement or as ordered by the Court and provides a full accounting for all receipts to the Settlement Fund and disbursements from the Settlement Fund.

1.40. "Short Form Class Notice" shall mean the summary notice distributed to potential Settlement Class Members and identical in all material respects to that attached hereto as Exhibit 2.

1.41. "Unknown Claims" shall mean any Released Claims that Plaintiffs or any other members of the Settlement Class do not know or suspect to exist in their favor at the time of the release of the Released Parties and which, if known by them, might have affected their settlement with and release of the Released Parties. Without admitting that California law in any way applies to this Agreement, with respect to any and all Released Claims, the Parties agree
that, upon the entry of the Final Order and Judgment, Plaintiffs and all Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and all other Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Plaintiffs and all other Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

II. SETTLEMENT RELIEF

2.1. Settlement Contingent. This Settlement Agreement is contingent upon the Court entering a Preliminary Approval Order substantially in the form of Exhibit 5 or in such other form which is mutually acceptable to all Parties; and a Final Order and Judgment substantially in the form of Exhibit 6 or in such other form which is mutually acceptable to all Parties.

2.2. Settlement Fund.

(a) RCN agrees to pay up to a maximum of Six Million Dollars ($6,000,000.00) into the Settlement Fund as needed to make all payments required under this Agreement. The Settlement Fund shall be initially funded by Defendant within ten (10) days after the entry of the
Preliminary Approval Order in the amount of Two Hundred Thousand Dollars ($200,000.00), with such amount earmarked for Notice and Administration Costs. Within seven (7) days after the Effective Date RCN shall pay into the Settlement Fund an amount equal to the sum of the Court approved award of attorney’s fees and costs and the Court approved incentive awards (the “Non-Claims Payment”). The amount of the Non-Claims Payment shall be credited towards RCN’s total payment obligation to the Settlement Fund of up to $6,000,000.00. The Settlement Fund will be used to pay the following amounts in connection with the Settlement:

(i) Compensation to the Settlement Class Members (the Distributable Settlement Fund) for valid claims;

(ii) Incentive Awards (as defined in Section 7.1 below) approved by the Court;

(iii) Administration Costs up to a maximum of $200,000.00; and

(iv) All attorneys’ fees and expenses approved by the Court.

2.3. Distribution to Settlement Class Members.

(a) The Distributable Settlement Fund shall consist of the difference of $6,000,000.00 minus the amount of any Court-approved Incentive Awards, Notice and Administration Costs, and attorneys’ fees and costs, and any mediator expenses to resolve challenged claims or claim denials (the “Distributable Settlement Fund”).

(b) Each Settlement Class Member who timely submits a valid Claim Form by the Claims Deadline in accordance with Section 2.6(a) below shall be entitled to a single pro-rata payment from the Distributable Settlement Fund not to exceed One Hundred Forty Dollars ($140.00).

(b) In the event that the Distributable Settlement Fund is not sufficient to allow each
claimant to receive $140.00, the amount paid to each claimant will be adjusted downward pro rata, so that the Distributable Settlement Fund is sufficient to pay all valid claims.

2.4. **Deadline for Cashing Checks.** Settlement Class Members shall have 180 days from the date a settlement check is issued (the date printed on the settlement check) to cash the check. All payments to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within 180 days after the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within 179 days after issuance, then the Settlement Class Member who filed the claim agrees that his/her claim is withdrawn. The Parties agree that any funds advanced by Defendant for the payment of claims of Settlement Class Members who have withdrawn their claims shall be returned to Defendant.

2.5. **Entire Monetary Obligation.** It is understood and agreed that Defendant's payment obligations under this Settlement Agreement will be fully discharged by payment of the amounts due in compliance with this Agreement, and that Defendant shall have no other monetary obligations to the Settlement Class, nor any obligations to make any other payments to Settlement Class Members under this Agreement or otherwise.

2.6. **Claims Process.**

(a) **Submission of Claims.** Settlement Class Members shall be entitled to a portion of the Distributable Settlement Fund only if they timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit 3 by the Claims Deadline. Each Settlement Class Member shall be entitled to submit only one claim, and only one claim can be made per telephone number, regardless of the number of calls to that phone number. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or
electronically via the Settlement Website, by the Claims Deadline. Settlement Class Members who do not submit a timely and valid Claim Form on or before the Claims Deadline shall not be entitled to receive any portion of the Settlement Fund. A valid Claim Form means a Claim Form containing all required information and which is signed by the claimant and is timely submitted. Any Claim Form which is not timely submitted shall be denied. The Settlement Administrator shall send via email or mail a claim denial letter to all Settlement Class Members whose claims are denied specifying the reason for denial or any action that must be taken to cure any defect in the claim. The time period during which Settlement Class Members may submit Claim Forms which will be accepted as valid claims shall not exceed 60 days.

(b) Claims Processing. Within thirty (30) days after the Claims Deadline the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and approved and which claims are rejected. The Settlement Administrator shall prepare an Excel listing of each approved claim, assigning a claim number to the claim, the name and address of the claimant, the telephone number at which the calls that violated the TCPA were received, the date(s) of the calls, whether the claimant was or is a customer of RCN, the amount to be paid to the claimant and the reference number assigned to the Claim Form ("the Approved Claims List"). The Settlement Administrator shall provide counsel for Defendant with a CD containing Claim Forms in pdf format with each Claim Form labeled with the Claim Form reference number contained in the Approved Claims List. Within thirty (30) days after the Claims Deadline the Settlement Administrator shall provide counsel for all parties with a CD containing pdf copies of all rejected claim forms and shall prepare an Excel listing of each rejected claim, assigning a claim number to the claim, the name and address of the claimant, the telephone number at which the calls that violated the TCPA were received, the
date(s) of the calls, whether the claimant was or is a customer of RCN and the reason for the rejection of the claim (the “Rejected Claims List”).

(c) Review and Challenge of Claim Decisions. Defendant shall have ninety (90) days after the date its counsel receives the Approved Claims List and the CD of approved claim forms from the Settlement Administrator to audit and challenge any approved claims including requesting information from claimant’s telephone provider(s). Within ninety (90) days of the date Defendant’s Counsel receives the Approved Claims List and CD of claim forms from the Settlement Administrator, Defendant shall serve Class Counsel via email with a Notice of Claim Challenges identifying by claim number any approved claim Defendant wishes to challenge and the reason for the challenge. Similarly, Class Counsel may challenge any claim rejected by the Settlement Administrator within 30 days of the date Class Counsel receives the Rejected Claim List from the Settlement Administrator. Within 30 days of the date Class Counsel receives the Rejected Claims List and CD of rejected claim forms from the Settlement Administrator, Class Counsel shall serve Defendant’s Counsel via email with a Notice of Claim Challenges identifying by claim number any rejected claim Class Counsel wishes to challenge and the reason for the challenge. Class Counsel and Defendant’s Counsel shall meet and confer in an effort to resolve any disputes over any claims challenged by either of them and if the challenges are not withdrawn or resolved the Parties shall submit the challenges to the Mediator to resolve. Any costs of the Mediator in resolving disputed claims shall be paid from the Settlement Fund. The Mediator shall resolve any such disputes and the Parties, their attorneys, and the Settlement Class agree the decision of the Mediator is final and binding. The date all claims are finalized without any dispute shall be referred to as the “Claim Finalization Date.” If neither Class Counsel nor Defendant have any challenges to the claims determinations reached by the
Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Counsel for Defendant inform each other by email that neither Party has any objection to the claims determinations made by the Settlement Administrator. Any Settlement Class Member that submits a claim agrees and consents to RCN subpoenaing their incoming call detail records for the Class Period from their telephone or cellular carrier(s) and shall upon request sign an authorization form to allow RCN to obtain such records on an expedited basis. The claim of any Settlement Class Member who refuses to execute such an authorization form will be denied.

2.7. Payment of Claims. Within seven (7) days of the Claim Finalization Date, the Settlement Administrator shall provide Defendant with an Excel listing (the “Final Claims List”) setting forth the claim number, claimant name and address, and amount of payment and totaling the amount to be paid for claims. Within fourteen (14) days of the Claims Finalization Date, Defendant shall pay to the Settlement Fund the amount required to pay all claims listed on the Final Claims List. Such payment shall be referred to as the “Final Claims Payment.” Notwithstanding any other provision of this Agreement, Defendant shall not be required to make the Final Claims Payment before the Effective Date. The Final Claims Payment shall be made by Defendant by wire (by wire instructions to be provided by Class Counsel) to the escrow account maintained by the Settlement Administrator. The Settlement Administrator may then make payment from the Settlement Fund by issuing settlement checks to the Settlement Class Members listed on the Final Claims Listing. Once RCN makes the Final Claims Payment its payment obligations to the Settlement Class Members under this Agreement shall be deemed to have been fully satisfied. The total of the Notice and Administration Payment, the Non-Claims Payment and the Final Claims Payment shall not exceed $6,000,000.00. Any funds remaining in the Settlement Fund or the Distributable Settlement Fund at the conclusion of settlement
administration after all payments have been made by Defendant shall be returned to Defendant.

2.8. **Prospective Relief.** Defendant has agreed to implement, and will continue to implement, material changes to its business practices in order to reasonably minimize, if not eliminate, misdirected automated calls and improve company policies for honoring do-not-call requests. As a direct result of the Litigation, Defendant has engaged a third-party, Neustar, Inc., to obtain access to its recycled number database, to cross-check the names and telephone numbers in Defendant’s database with the names and telephone numbers in Neustar’s database so as to verify whether the number has recently been “recycled,” and to discontinue calls to such phone numbers. In addition, Defendant shall request its customers to regularly update their contact information to reduce calls made to telephone numbers belonging to non-RCN customers.

III. **NOTICE TO THE CLASS**

3.1. **Notice to the Class.** Upon entry of the Preliminary Approval Order, Class Counsel shall cause the Settlement Administrator to implement the following notice program. Such notice shall comport with Due Process and be effectuated pursuant to the Notice Plan, the costs of which shall be Administration Costs.

(a) **Direct Notice.** RCN shall send the Short Form Class Notice, substantially identical to Exhibit 2, to each of its current customers. The means of notifying RCN customers shall be as follows:

(i) For current RCN customers who receive their RCN bill by mail and for who RCN does not have an email address for the customer, RCN shall provide direct mail notice by including the Long Form Class Notice (Exhibit 1) (formatted to facilitate mailing) as an insert with the customer’s bill or at RCN’s option in a
separate mailing. These materials must be sent by U.S. Mail, postage prepaid, no later than sixty (60) days after the entry of the Preliminary Approval Order, or on such other date as ordered by the Court.

(ii)  For current RCN customers who have elected to receive their bill by email and for customers for whom RCN has an email address, RCN shall provide direct notice by sending the Long Form Class Notice (Exhibit 1) (formatted to facilitate emailing) by email. Such emails must be sent no later than sixty (60) days after the entry of the Preliminary Approval Order, or on such other date as ordered by the Court.

(b)  *Publication Notice.* Within forty-five (45) days after entry of the Preliminary Approval Order, or such other date ordered by the Court, Class Counsel shall cause the Settlement Administrator to implement the Publication Notice Plan as set forth in Exhibit 4.

(c)  *Settlement Website.* On the beginning of the Claim Period (the time period in which claims may be submitted by Settlement Class Members), the Long Form Class Notice shall be published on a website at www.rcntcpasettlement.com (or a URL similar thereto), which shall be administered by the Settlement Administrator and shall include pertinent case information and documents, as well as the ability to file Claim Forms on-line. The Long Form Class Notice on the Settlement Website shall be substantially in the form of Exhibit 1, attached hereto. The settlement website shall go live or active on the date of the beginning of the Claim Period.

**3.2. Exclusions.** The Class Notice shall advise the Settlement Class Members of their right to exclude themselves from the Settlement Class. Settlement Class Members shall be permitted to exclude themselves from the Settlement Class, provided that they comply with the
requirements for doing so as set forth in the Preliminary Approval Order and the Class Notice. A member of the Settlement Class may request to be excluded from the Settlement Class in writing or electronically via the Settlement Website administered by the Settlement Administrator. A request to be excluded must be postmarked or electronically submitted via the Settlement Website on or before the Objection/Exclusion Deadline. In order to exercise the right to be excluded, a Person in the Settlement Class must timely mail or electronically submit a written request for exclusion to the Settlement Administrator providing his/her name and address, the telephone number that received the subject call or calls (if known), a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class. Any requests to be excluded that do not include all of the foregoing information, or that are sent to an address other than that designated in the Notice, or that are not postmarked or electronically submitted within the time specified, shall be deemed to be invalid and the Persons or entities serving such a request shall be members of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

Any Person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. If signed electronically, such electronic signature will be binding for purposes of the perjury laws. So called “mass” or “class” opt-outs shall not be allowed.

If more than Five Hundred (500) Settlement Class Members elect to be excluded from the Settlement Class, Defendant shall have the option to cancel or terminate this Agreement, which
shall have the effects described in Section 9.2(f) below.

3.3. **Objections.** Settlement Class Members shall be permitted to object to the Settlement, provided that they comply with the requirements for filing an objection as set forth in the Preliminary Approval Order and the Class Notice. The Class Notice shall advise the Settlement Class Members of their rights to object to the Settlement Agreement. Objections to this Settlement Agreement, and any papers submitted in support of any objection, shall be received by the Court at the Final Approval Hearing if and only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Class Notice, the Person making an objection files notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court and (b) sends copies of such papers via mail, hand delivery, or overnight delivery service to both Class Counsel and Defendant’s Counsel.

Any Settlement Class Member who intends to object to this Settlement Agreement must include: his/her full name and address; the telephone number(s) at which he or she received an automated or telemarketing call made by or on behalf of RCN; the telephone carrier associated with each such identified telephone number; whether each such identified phone number was a cellular phone or a residential landline; the identity of any lawyers consulted in connection with such objection or this case and all grounds for the objection along with factual and legal support for the stated objection.

Although an objector’s attendance at the Final Approval Hearing is not mandatory, an objector who intends to attend the Final Approval Hearing must indicate in his/her written objection his/her intention to appear at the Final Approval Hearing on his/her own behalf or through counsel. For any Settlement Class Member who timely files a written objection and who
indicates an intention to appear at the Final Approval Hearing on his/her own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall also be attached.

3.4. Effect of Failing to Object. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his/her intent to appear at the Final Approval Hearing in accordance with the terms of Section 3.3 and the Class Notice, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means, and shall be deemed to have waived his/her objections and be forever barred from making any such objections in the Litigation. To be valid, the objection must be filed with the Court and sent to Class Counsel and Defendant’s Counsel on or before the Objection/Exclusion Deadline set by the Court and specified in the Class Notice.

IV. MOTION FOR PRELIMINARY APPROVAL AND PRELIMINARY CERTIFICATION OF PROPOSED SETTLEMENT CLASS FOR SETTLEMENT PURPOSES AND MOTION FOR FINAL ORDER AND JUDGMENT

4.1. Motion for Preliminary Approval and Preliminary Certification of Settlement Class. As soon as practicable after execution of this Agreement, Plaintiffs shall move for (i) preliminary approval of the Settlement, including entry of an order identical in all material respects to the form of the Preliminary Approval Order attached hereto as Exhibit 5, (ii) preliminary appointment of Class Representatives and Class Counsel, and (iii) for purposes of this Settlement only, preliminary and conditional certification of the Settlement Class. Excluded from the Settlement Class are Defendant and any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of
Defendant and the immediate family members of such persons. The proposed Preliminary Approval Order submitted to the Court will seek a Final Approval Hearing date of approximately 112 days from the entry of the Preliminary Approval Order.

4.2. **Motion for Final Approval and Final Certification of the Settlement Class.** At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (i) final approval of the Settlement, (ii) final appointment of the Class Representatives and Class Counsel, and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the Final Order and Judgment attached hereto as Exhibit 6, and file a memorandum in support of the motion for final approval.

4.3. **Certification for Settlement Purposes Only.** RCN agrees to not oppose certification of the Settlement Class only for the limited purpose of effectuating the Settlement Agreement. If the Settlement Agreement is not preliminarily or finally approved in all material respects, RCN reserves all rights to object to the propriety of class certification in the Litigation and in all other contexts and for all other purposes, and neither this Agreement nor RCN’s non-opposition to the conditional certification of a settlement class for purposes of this Settlement may be cited as an admission by RCN of the propriety of class certification.

4.4. **Vacating Settlement Certification and Reservation of Rights.** The certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. If the Settlement Agreement is not approved, the Settlement is terminated, or the Settlement is reversed, vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, the Litigation shall proceed as though the Settlement Class had never been certified, and no reference to the prior Settlement Class or any
documents related thereto shall be made for any purpose relating to class certification.

V. RELEASE

5.1. Released Claims and Parties. Upon entry of the Final Approval Order, the Settlement Class Members, on behalf of themselves, their predecessors, successors, assigns, beneficiaries, and additional insureds, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged the Released Parties from and for any and all liability for the Released Claims, and shall be forever enjoined from the prosecution of, each and every Released Claim, whether arising before or after the date of the Final Order and Judgment, against any and all of the Released Parties, provided, however, that nothing herein is meant to bar any claim seeking enforcement of this Agreement or court orders relating to it.

VI. SETTLEMENT ADMINISTRATION

6.1. Settlement Administrator. The Settlement Administrator shall administer the Settlement consistent with this Agreement subject to the supervision of Class Counsel, and with the supervision of the Court as circumstances may require. Administration Costs, including cost of Notice other than notices sent by RCN, shall not exceed $200,000.00.

6.2. Settlement Administrator's Obligations. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities performed under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and RCN’s Counsel.
upon request. The Settlement Administrator shall also provide reports and other information to
the Court as the Court may require. The Settlement Administrator shall provide Class Counsel
and Defendant’s Counsel with information concerning Class Notice, the Notice Plan, claims filed
and approved, claims filed and disallowed, and the administration and implementation of the
Settlement Agreement.

Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant’s counsel, with copies to Class Counsel, all original
documents and other materials received in connection with the administration of the
Settlement Agreement, and all copies thereof, within thirty (30) days after the date on
which all Claim Forms have been finally approved or disallowed per the terms of the
Settlement Agreement.

(b) Receive requests from Persons within the Settlement Class to exclude
themselves from the Settlement Class and promptly provide Class Counsel and
Defendant’s counsel a copy of said requests, regardless of whether the Settlement
Administrator receives the exclusion request before or after the deadline for the
submission of such forms and requests.

(c) Provide weekly reports to Class Counsel and Defendant’s Counsel,
including without limitation, reports regarding the number of Claim Forms received, the
number of Claim Forms approved by the Settlement Administrator, and the
categorization and description of Claim Forms rejected, in whole or in part, by the
Settlement Administrator.

(d) Upon receipt of reasonable notice from Class Counsel or Defendant’s
Counsel, make available for inspection at any time all Claim Forms and any other
6.3. **Challenges to Acceptance or Rejection of Claim Forms.** Both Class Counsel and Defendant’s Counsel shall have the right to challenge the acceptance or rejection of any Claim Form submitted by a Settlement Class Member. If Class Counsel and Defendant’s Counsel reach an agreed decision regarding the acceptance or rejection of any Claim Form, the Settlement Administrator shall follow that decision. To the extent that Class Counsel and Defendant’s Counsel are not able to agree on the disposition of a challenge, the Mediator, or any individual designated or referred by the Mediator and agreed to by the Parties, shall timely decide such a challenge. The Parties agree that the Settlement Administrator shall thereafter follow the decision of the Mediator or his designee resulting from any such challenge. If RCN challenges a Claim Form, RCN may attempt to obtain the phone records of the Settlement Class Member who submitted that Claim Form by issuing a subpoena to that Settlement Class Member’s phone service provider. Any costs of the Mediator shall be considered Administration Costs to be paid from the Settlement Fund.

VII. **INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

7.1. In recognition of their efforts on behalf of the Settlement Class, the Class Representatives shall, subject to the Court’s approval, each receive an Incentive Award in the amount of Ten Thousand Dollars ($10,000.00) in addition to any amounts that they may be entitled to receive under the Settlement Agreement.

7.2. Notwithstanding any contrary provision of this Agreement, the allowance or disallowance (in whole or in part) by the Court of any application for the Incentive Awards shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the Incentive Award, or
any appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

7.3. Defendant shall cause the amount of the Incentive Awards approved by the Court to be paid to the escrow account maintained by the Settlement Administrator within seven (7) business days after the Effective Date. The Settlement Administrator shall thereafter issue checks for such Incentive Awards in such approved amounts made payable to the Class Representatives and delivered to Class Counsel. These payments shall be credited as payments from the Settlement Fund. The named Plaintiffs shall each provide Defendant with a completed W-9 before the aforementioned payment is due.

VIII. ATTORNEYS' FEES

8.1. Class Counsel will move the Court for an award of attorneys' fees and expenses to be paid from the Settlement Fund. Class Counsel may petition the Court for an award of attorneys' fees not to exceed $1,990,000.00 (approximately one-third of the Settlement Fund), plus their expenses. RCN agrees not to object to Class Counsel's Fee and Expense Application if Class Counsel's request for attorneys' fees does not exceed such amount. Class Counsel has, in turn, agreed not to seek or accept attorneys' fees in excess of such amount.

8.2. Class Counsel will file their Fee and Expense Application no later than fourteen (14) days prior to the Objection/Exclusion Deadline. Notwithstanding any contrary provision of this Agreement, the Court’s consideration of the Fee and Expense Application is to be conducted separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and the Attorneys’ Fee Order or proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
8.3. Class Counsel shall provide Defendant with a completed W-9 before the payment of the award of attorney’s fees and costs is due. Within seven (7) business days after the Effective Date, Defendant shall pay the amount of attorney’s fees and costs awarded by the Court to Class Counsel by wire transfer to the Settlement Administrator to the account designated in writing by Class Counsel. This payment shall be credited to the amount paid by Defendant to the Settlement Fund.

8.4. The Settlement Administrator shall pay from the Settlement Fund the amount awarded in the Attorneys’ Fee Order on the latest of the following dates: (a) ten (10) days after the Effective Date, or (b) ten (10) days after the Attorneys’ Fee Order Effective Date. Any payment of the amount awarded in the Attorneys’ Fee Order shall be paid via electronic transfer to an account designated by Class Counsel.

IX. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT

9.1. Option to Terminate. If the Court or, in the event of an appeal, any appellate court, refuses to approve, or otherwise modifies any material aspect of this Agreement, the proposed Preliminary Approval Order, or the Final Order and Judgment, Defendant may elect to terminate this Agreement and the Settlement as stated below.

9.2. Events Giving Rise to Option to Terminate. This Agreement and the Settlement shall terminate and be cancelled if Defendant provides written notification of its election of a right to terminate arising under paragraph 8.1 within ten (10) business days after any of the following events:

(a) The Court declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as Exhibit 5;

(b) The Court declines to enter or materially modifies the contents of the Final
Order and Judgment attached hereto as Exhibit 6;

(c) The Court’s Final Order and Judgment is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(d) The Effective Date does not occur for some other reason. For purposes of this Agreement and this Section 9.2, no order of the Court, or modification or reversal on appeal of any order of the Court concerning the amount in the Attorneys’ Fees Order and/or Incentive Awards to the Class Representatives shall constitute grounds for cancellation or termination of the Agreement.

(e) Any federal or state authorities object to or request material modifications to the Agreement.

(f) More than 500 Persons submit valid and timely requests to be excluded from the Settlement Class.

9.3. Effect of Termination. If, for any reason, this Agreement is terminated or fails to become effective, then the Parties shall be deemed to have reverted to their respective status in the Litigation before the settlement term sheet was signed and before the Settlement Agreement was signed, and the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

X. NO ADMISSION OF WRONGDOING

10.1 No Admission of Liability. As a result of the Litigation, RCN has already implemented, and will continue to implement, certain changes to its business practices in order to reasonably minimize unauthorized calls and improve company policies for honoring do-not-call requests. Nonetheless, RCN has vigorously denied, and continues to deny, that it committed any
violation of the TCPA or other laws, and has vigorously denied, and continues to deny, all allegations of wrongdoing or liability whatsoever with respect to the Released Claims, including any and all claims of wrongdoing or liability alleged or asserted in the Litigation. RCN states that it is agreeing to this Settlement solely because it provides substantial and meaningful benefits to the Settlement Class and will eliminate the substantial burden, expense, and uncertainties of further litigation along with the concomitant use of resources and efforts.

10.2. **Agreement Not to be Construed as Evidence of Admission.** This Agreement and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by RCN or the Released Parties of any fault, wrongdoing, or liability whatsoever. This Agreement and any of its terms, any agreement, order, or notice relating thereto, and any payment or consideration provided for herein shall not be offered by any party to be received in evidence in any civil, criminal, administrative, or other proceeding, as a presumption, concession, or admission of any fault, wrongdoing, or liability on the part of RCN or any of the Released Parties.

10.3. **Exceptions.** Nothing contained in this Section shall prevent this Agreement (or any agreement, order, or notice relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Order and Judgment. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including but not limited to the Released Parties filing the Agreement and/or the Final Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or
counterclaim.

XI. MISCELLANEOUS

11.1. Public Statements. Plaintiffs and Class Counsel shall not make any public statement, including any statement to the press, that describes this Settlement or that disparages RCN. Similarly, Defendant and Defendant’s Counsel shall not make any public statement, including any statement to the press, that disparages Plaintiffs or Class Counsel.

The Parties will agree upon a joint statement to use as a response to any inquiries from the press regarding this Settlement, to the effect that the Parties have resolved their differences addressed in the Litigation. This Section shall not be construed to limit or impede the notice requirements of Section 3.1 above, nor shall this Section be construed to prevent Class Counsel from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits. This Section shall also not preclude Class Counsel from publicizing on its website or elsewhere that this case has settled.

11.2. Duty to Cooperate. The Parties promise to cooperate in good faith and to take all actions reasonably necessary to effectuate this Agreement. The Parties further agree that if, before the Effective Date, any issues regarding interpretation or implementation of, or compliance with, this Settlement Agreement arise between or among the Parties and such issues cannot be resolved by the Parties themselves, either Party may submit such issues for binding mediation before the Hon. James Holderman (Ret.), who will mediate the issues and deliver a recommendation that is binding on the Parties. Plaintiff Portman shall file an agreed motion to stay the Portman 2 case pending the entry of the Final Approval Order approving the settlement in the Seal case. Upon entry of the Final Approval Order in the Seal Case, Plaintiff Portman shall file an agreed motion to voluntarily dismiss Portman 2 with prejudice and without costs.
11.3. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter covered by the terms of this Agreement and it supersedes any prior agreements, written or oral, including the term sheet and any written settlement offers or emails exchanged between the Parties regarding the subject matter covered by the terms of this Agreement. This Settlement Agreement cannot be altered, modified, or amended, except through a writing executed by all Parties.

11.4. **Construction of Agreement.** This Settlement Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity should not be resolved by virtue of a presumption in favor of any Party. The Settlement Agreement was reached at arm’s-length by Parties represented by counsel.

11.5. **Executed in Counterparts.** This Settlement Agreement may be executed by exchange of executed signature pages by facsimile or Portable Document Format ("PDF") as an electronic mail attachment, and any signature transmitted by facsimile or PDF via electronic mail for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

11.6. **Notices.** Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, other than documents electronically filed with the Court, shall be in writing and delivered personally or sent by certified mail or overnight delivery service, postage pre-paid, with copies by e-mail to the attention of Class Counsel and Defendant’s Counsel (as well as to
any other recipients that a court may specify). As of the date hereof, the respective representatives are as follows:

For Defendant:

Bart T. Murphy  
Isaac Colunga  
Martha O'Connor  
Ice Miller LLP  
2300 Cabot Drive, Suite 455  
Lisle, Illinois 60532  
bart.murphy@icemiller.com  
Isaac.colunga@icemiller.com  
Martha.oconnor@icemiller.com

For the Settlement Class:

Michael J. McMorrow  
McMorrow Law, P.C.  
One North LaSalle St., 44th Floor  
Chicago, IL 60602  
Tel: (312) 265-0708  
mike@mjmcmorrow.com

Myles McGuire  
McGuire Law, P.C.  
55 W. Wacker Drive, 9th Fl.  
Chicago, IL 60601  
Tel: (312) 893-7002  
mmcguire@mcgpc.com

Alexander H. Burke  
Burke Law Office LLC  
155 North Michigan Avenue, Ste. 9020  
Chicago, Illinois 60601  
Tel: (312) 729-5288  
aburke@burkelawllc.com

11.7. Extensions of Time. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

11.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Illinois.
11.9. **Expenses.** Except as specified in Section 8.1 or as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Litigation, including fees, costs, and expenses incident to the negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require RCN to pay any monies other than as expressly provided herein.

**IN WITNESS WHEREOF,** the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:**

**ASHLEY PORTMAN**

[Signature]

Date: 10-12-16

**ERIC SEAL**

Date:

**SETTLEMENT CLASS COUNSEL:**

**MYLES MCGUIRE**

MCGUIRE LAW, P.C.

Date:
11.9. Expenses. Except as specified in Section 8.1 or as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Litigation, including fees, costs, and expenses incident to the negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require RCN to pay any monies other than as expressly provided herein.

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:

ASHLEY PORTMAN


Date: ___________________________

ERIC SEAL


Date: 03/11/2023

SETTLEMENT CLASS COUNSEL:

MYLES MCGUIRE
MCGUIRE LAW, P.C.


Date: ___________________________
11.9. **Expenses.** Except as specified in Section 8.1 or as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Litigation, including fees, costs, and expenses incident to the negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require RCN to pay any monies other than as expressly provided herein.

**IN WITNESS WHEREOF,** the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:**

**ASHLEY PORTMAN**

__________________________________________

Date: ______________________________________

**ERIC SEAL**

__________________________________________

Date: ______________________________________

**SETTLEMENT CLASS COUNSEL:**

**MYLES MCGUIRE**

MCGUIRE LAW, P.C.

[Signature]

Date: 10/11/16
ON BEHALF OF DEFENDANT RCN TELECOM SERVICES, LLC:

Name: 
Title: 
Date: 

Date: 10-12-16
ON BEHALF OF DEFENDANT RCN TELECOM SERVICES, LLC:

Name: 
Title: 
Date: 

Date: 

ON BEHALF OF DEFENDANT RCN TELECOM SERVICES, LLC:
ON BEHALF OF DEFENDANT RCN TELECOM SERVICES, LLC:

Name: Jeffrey Kramp
Title: EVP, Secretary & General Counsel
Date: October 14, 2016