

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into between Brandy Morris (“Plaintiff”), on one hand, and Walmart, Inc. (“Walmart”) and TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. (“TeleCheck, and together with Walmart “Defendants”), on the other hand, and is subject to the Court’s approval under Federal Rule of Civil Procedure 23. Plaintiff and Defendants are referred to herein individually as a “Party” and collectively as the “Parties.”

1. RECITALS

WHEREAS, on December 2, 2021, Plaintiff filed a putative class action in the Montana District Court for the Thirteenth Judicial District in Yellowstone County, Montana, styled *Brandy Morris v. Walmart, Inc.*, Case No. DV21-01460, alleging Walmart breached the terms of certain disclosures posted at the Walmart register (the “Disclosures”)¹ and the covenant of good faith and fair dealing when processing Plaintiff’s check (“State Court Action”);

WHEREAS, on February 23, 2022, Walmart timely removed the State Court Action to the United States District Court for the District of Montana (“Court”), which is currently pending as Case No. 1-22-cv-00016-BMM (the “Lawsuit”);

WHEREAS, Plaintiff alleged claims on behalf of the following putative class: “All persons who, within the applicable statute of limitations period, were charged multiple fees from their banks as a result of Defendants’ repeat debit policy.” (Am. Compl. Doc. No. 80, ¶ 35.)

WHEREAS, on February 9, 2023, the Court adopted the findings and recommendations of the United States Magistrate Judge partially granting and partially denying Walmart’s motion to dismiss (Doc. No. 35);

WHEREAS, on July 28, 2023, the Court granted Walmart’s motion to bifurcate the Lawsuit into two phases, with the first phase focusing on contract interpretation and the second phase focusing on class discovery, damages, and any remaining liability issues (Doc. No. 62);

WHEREAS, on August 15, 2023, Plaintiff filed an Amended Complaint adding TeleCheck as a defendant in the Lawsuit (Doc. No. 80);

WHEREAS, on May 17, 2024, the United States Magistrate Judge issued findings and recommendations in the Lawsuit recommending denial of TeleCheck’s motion to dismiss (Doc. No. 119), to which TeleCheck timely objected (Doc. No. 139);

WHEREAS, on August 13, 2024, the Court adopted in part and rejected in part the United States Magistrate Judge’s findings and recommendations on TeleCheck’s motion to dismiss (Doc. No. 160);

¹ The Disclosures refer collectively to the Check Policy, Proof of Authorization, and Receipt defined in Walmart’s Memorandum in Support of its Motion for Summary Judgment the Memorandum. *See generally* Doc. No. 121.

WHEREAS, the Parties submitted competing motions for summary judgment following Phase 1 discovery (Doc. Nos. 120, 129);

WHEREAS, on August 6, 2025, the Court denied both Plaintiff's and Defendants' motions for summary judgment, finding several genuine issues of material fact (Doc. No. 205);

WHEREAS, on November 13, 2025, the Parties participated in a mediation before Rodney A. Max of Upchurch, Watson, White and Max in Miami, Florida, but were unable to reach a settlement agreement;

WHEREAS, after the November 13, 2025 mediation, the Parties continued to discuss settlement and agreed to attend an additional mediation with United States Magistrate Judge John Johnston on December 23, 2025, during which the Parties agreed to settle the Lawsuit on the terms set forth herein;

WHEREAS, the terms and conditions of this Agreement were reached after extensive, *bona fide*, arm's-length negotiations and mediations among the Parties by and through their respective attorneys;

WHEREAS, the Lawsuit has not yet proceeded to class certification or the remaining phase of discovery under the Court's bifurcation order (Doc. No. 62), and Plaintiff has not moved to certify the putative class;

WHEREAS, while Plaintiff believes the Lawsuit has merit, Defendants deny all Plaintiff's allegations of wrongful conduct and damages, disclaim any wrongdoing or liability whatsoever;

WHEREAS, the Parties have each considered the uncertainties of trial, the benefits to be obtained under the proposed settlement, the costs, risks, and delays associated with the continued prosecution of this Lawsuit, and the likely appeals of any rulings in favor of either Plaintiff or Defendants;

WHEREAS, the Parties agree that the putative class plaintiffs received the same Disclosures from Walmart at the point of sale and that TeleCheck applied the same check processing logic and procedures (consistent with applicable industry rules) when attempting to collect each putative class plaintiff's returned check such that final injunctive relief is appropriate for the putative class as a whole under Federal Rule of Civil Procedure 23(b)(2);

WHEREAS, the Parties believe that it is in their best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the representations, covenants, and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged as evidenced by the execution of this Agreement, the Parties agree, subject to Court approval, as follows:

2. DEFINITIONS

- 2.1** “Claim” or “Claims” mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.
- 2.2** “Class Counsel” means the attorneys and law firms who were listed identified as Plaintiff’s counsel of record on any pleading or other document filed by Plaintiff in the Lawsuit.
- 2.3** “Court” means the United States District Court for District of Montana where the Lawsuit is pending.
- 2.4** “Covered Conduct” means any and all conduct or activity of Defendants described in the pleadings or motions filed in the Lawsuit, including but not limited to Walmart’s posting of the Disclosures and Defendants’ processing of Plaintiff’s or any putative class member’s check and any return fees allowed by state law.
- 2.5** “Effective Date” means the date on which all appellate rights with respect to the Final Judgment and Order have expired or have been exhausted in such a manner as to affirm the Final Judgment and Order, and when no further appeals are possible, including review by the United States Supreme Court.
- 2.6** “Final Judgment” or “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Lawsuit granting final approval of this Agreement (including Class Counsel’s request for attorneys’ fees, costs, and other expenses and Plaintiff’s request for a Service Award), and entering a judgment according to the terms set forth in this Agreement.
- 2.7** “Injunctive Relief” means the injunctive relief to which Defendants have agreed and which benefits the Rule 23(b)(2) Settlement Class, as further described in Section 4 of this Agreement.
- 2.8** “Released Parties” shall include both Defendant Releasees and Plaintiff Releasees as defined in Sections 4.4.1 and 4.4.4.
- 2.9** “Rule 23(b)(2) Settlement Class” or “Rule 23(b)(2) Settlement Class Members” means all persons who have written or will write a check for payment of goods or services at any Walmart store in the United States of America. Excluded from the Rule 23(b)(2) Settlement Class are counsel of record (and their respective law firms) for any of the Parties; and the presiding judge in the action and his staff, and all members of their immediate family.
- 2.10** “Rule 23(b)(2) Settlement Class Released Claims” means those Claims that the Plaintiff and Rule 23(b)(2) Class Members are releasing, as set forth in Section 4 of this Agreement.

- 2.11** “Service Award” means the one-time payment to Plaintiff for the time and resources she has put into representing the Rule 23(b)(2) Settlement Class, which amount will be determined by Plaintiff and Class Counsel.

3. MOTION FOR PRELIMINARY APPROVAL

As soon as reasonably practicable after the execution of this Agreement, the Parties shall file with the Court a Joint Motion for Preliminary Approval of the Proposed Settlement, Conditional Certification of the Rule 23(b)(2) Settlement Class, and Appointment of Class Counsel that seeks entry of an order that would, for settlement purposes only:

- a) preliminarily approve this Agreement;
- b) certify a conditional settlement class under Federal Rule of Civil Procedure 23(b)(2) composed of the Rule 23(b)(2) Settlement Class Members; and
- c) appoint Class Counsel.

The Motion for Preliminary Approval shall include a proposed order granting preliminary approval of the settlement and certification of the Settlement Class for settlement purposes. The Parties shall jointly agree on the contents of the proposed order (the “Proposed Preliminary Approval Order”).

4. RULE 23(b)(2) SETTLEMENT

4.1 Certification of Rule 23(b)(2) Settlement Class.

4.1.1 Class Definition. For purposes of settlement only, and upon the express terms and conditions set forth in this Agreement, Plaintiff and Defendants agree to seek certification of a mandatory, nationwide Rule 23(b)(2) Settlement Class in the Lawsuit pursuant to Federal Rule Civil Procedure 23(b)(2) as follows:

All customers who have written or will write a check for payment of goods or services at any Walmart store in the United States of America.

4.1.2. No Right to Opt Out. Because the Rule 23(b)(2) Settlement Class is being certified as a mandatory class under Federal Rule of Civil Procedure 23(b)(2), Rule 23(b)(2) Settlement Class Members shall not be permitted to opt out of the Rule (b)(2) Settlement Class.

4.1.3. Class Certified For Settlement Purposes Only. Defendants contend that this Lawsuit could not be certified as a class action under Federal Rule of Civil Procedure 23 for trial or any other purpose. Nothing in this Agreement shall be construed as an admission by Defendants that this Lawsuit or any similar case is amenable to class certification for trial or any other purpose. Furthermore, nothing in this Agreement shall prevent Defendants from opposing class certification or seeking de-certification of the conditionally certified tentative Rule 23(b)(2) Settlement Class if final approval of this Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or

if any of the conditions exist that permit Defendants to terminate this Settlement Agreement in accordance with Section 6.

4.2 Injunctive Relief under Rule 23(b)(2).

4.2.1. **Agreed Injunctive Relief.** Subject to the terms and conditions of this Agreement, the Parties agree to jointly move the Court to enter an injunction applicable to Defendants by consent requiring Walmart to change the language of the posted Check Policy and the PIN Pad Proof of Authorization as follows:

4.2.1.1 The Check Policy shall state:

If your check is returned unpaid, you authorize us to submit one or more separate EFT(s) or draft(s) drawn from your account to collect your payment, and you also authorize us to submit one or more separate EFT(s) or drafts(s) to collect a return fee of [\$\$\$] under the applicable federal regulations and NACHA Rules. Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

4.2.1.2 The PIN PAD Proof of Authorization shall state:

I authorize you to collect my check by EFT(s)/draft(s), and if returned unpaid, I authorize you to collect (i) the amount of the check and (ii) the POSTED FEE by one or more separate EFT(s) or draft(s). Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

The changed Check Policy and Proof of Authorization will be implemented at every Walmart location in the United States including the amount of the Posted Fee ([\$\$\$]) based on the applicable jurisdiction within one-hundred eighty (180) days after the Effective Date.

4.2.2. **Sunset Provision.** The obligations contained in the Injunctive Relief section of this Agreement will expire on the earlier of five years from the Effective Date or the date that Defendants, in their reasonable discretion, must change the Disclosures or their check processing practices to comply with any change or interpretation of applicable federal or state rules, regulations, or statutes (including but not limited to Regulation E); private industry rules, regulations, or customs (including but not limited to the NACHA Rules); or judicial rulings or interpretations of any of the foregoing (“Sunset Date”).

4.2.3. **Limitations on Injunctive Relief.** Any action Defendants determine, in their reasonable discretion, to be necessary to comply with any federal or state rule, regulation, or statute; private industry rule, regulation, or custom; or judicial ruling or interpretation of any of the foregoing shall not constitute a breach of this Agreement. If Defendants, in their reasonable discretion, believe that the Injunctive Relief mandated in this Agreement becomes inconsistent with any federal or state rule, regulation, or statute; private industry rule, regulation, or customs; or judicial

ruling or interpretation of any of the foregoing, Defendants shall be released from performing such inconsistent obligation(s).

4.3 Rule 23(b)(2) Settlement Class Attorneys' Fees, Costs, and Other Expenses.

4.3.1. Within thirty (30) days of the Final Approval Hearing, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for up to \$1,850,000 million less the amount of Plaintiff's reasonable Service Award, to be paid by Defendants. Defendants take no position on Class Counsel's application and agree to pay the amount of fees and costs determined by the Court. These terms regarding fees and costs were negotiated and agreed to by the parties only after full agreement was reached as to all other material terms.

Class Counsel's attorneys' fees shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Lawsuit regarding the claims of the Rule 23(b)(2) Settlement Class Members. Regardless of the number of attorneys sharing in the Court's award of attorneys' fees, costs, and other expenses, Defendants shall not be required to pay any award that exceeds, in the aggregate, \$1,850,000 million less the amount of Plaintiff's reasonable Service Award. Class Counsel's fee application shall also request that the Court specifically approve all of the terms of this Section. Defendants agree to support the application by Class Counsel for attorneys' fees, costs, and other expenses in an amount up to \$1,850,000 million, inclusive of Plaintiff's reasonable Service Award.

4.3.2 Within ten (10) business days following the Effective Date, Plaintiff will provide Defendants completed copies of Plaintiff's and Plaintiff's counsel's W-9 Forms. Within fifteen (15) business days of Defendants' receipt of the required W-9 Forms and wire instructions, Defendants will issue a wire transfer for the amount of attorneys' fees and Service Award approved by the Court, which shall not exceed \$1,850,000 million, in the aggregate, pursuant to wire instructions provided to Defendants' counsel by Plaintiff's counsel.

4.3.3 Should any Rule 23(b)(2) Settlement Class Member seek to object to the Class Counsel's attorneys' fee award, such objection must be filed no later than the earlier of (i) any Court-ordered deadline for objections or (ii) ninety (90) days after the preliminary approval of the Settlement Agreement.

4.4 Rule 23(b)(2) Settlement Class Release.

4.4.1 **Release of Defendants by Plaintiff.** Except for the obligations set forth in this Release, upon entry of the Final Approval Order, Plaintiff, on behalf of herself, her predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, estates, beneficiaries, executors, heirs, personal representatives, and assigns, and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees,

managers, representatives, assigns and successors in interest, and all persons acting by, through, under, or in concert with it, and each of them (collectively, "Plaintiff Releasors"), hereby releases and discharges Defendants, together with their predecessors, successors, direct and indirect parent companies, companies in which any of the foregoing has any ownership interest (direct or indirect), direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, "Defendant Releasees"), from any and all rights or claims (including but not limited to claims for indemnity or contribution), actions, causes of action, damages, injuries, obligations, debts, liabilities and demands of any kind, contingent or fixed, at law or in equity, known or unknown, foreseen or unforeseen, which Plaintiff Releasors, or any of them, ever had, now have, or hereafter may have against Defendant Releasees in any way arising out of or relating to the Covered Conduct, Disclosures, and/or Plaintiff's payment for any goods or services by check, including but not limited to all claims and defenses that were or could have been asserted in the Lawsuit. This release on the part of Plaintiff Releasors shall be a fully binding and complete compromise, accord and satisfaction, and settlement of all claims against Defendant Releasees, provided that nothing herein shall preclude any Party from fully prosecuting and making allegations in support of any claim not released pursuant to this Release. For the avoidance of doubt, this Release does not include the obligations created by this Release or claims of any other putative class members.

4.4.2 Waiver of Class Action Remedy. Upon entry of the Final Approval Order, Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members waive their right to pursue, in the future, any Claims based on Covered Conduct against the Defendant Releasees that were or could have been brought in the Lawsuit (and that are not otherwise released and discharged by the Settlement Agreement) using the Rule 23(b)(2) class action procedural device. Plaintiff Releasors and the Rule 23(b)(2) Settlement Class Members recognize that as part of this Settlement Agreement, Defendants are agreeing to the certification of a tentative Rule 23(b)(2) Settlement Class, even though Defendants expressly deny that this Lawsuit could be certified as a class action for trial purposes. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members further recognize that they have already availed themselves of the Rule 23(b)(2) class action procedural device once in this Lawsuit, and they agree that they shall not be allowed to avail themselves of the Rule 23(b)(2) class action procedural device a second time in the future against the Defendant Releasees for Claims that were or could have been brought in the Lawsuit. For the avoidance of doubt, this Agreement does not waive the right of any Rule 23(b)(2) Settlement Class Member (other than Plaintiff) to pursue damages on an individual basis or class basis under Rule 23(b)(3).

4.4.3 Waiver of California Civil Code § 1542. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members acknowledge that they are aware that they may

hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Lawsuit and the Rule 23(b)(2) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Claims for equitable relief under Ruler 23(b)(2) in the Lawsuit, including but not limited to the Rule 23(b)(2) Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members waive any and all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

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.

Plaintiff Releasors, Rule 23(b)(2) Settlement Class Members, and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542 and/or of any other applicable federal or state law relating to limitations on releases.

4.4.4 Release of Plaintiff by Defendants. Except for the obligations set forth in this Release, upon entry of the Final Approval Order, Defendants, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, estates, beneficiaries, executors, heirs, personal representatives, and assigns, and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, “Defendant Releasors”), hereby release and discharge Plaintiff, together with her predecessors, successors, direct and indirect parent companies, companies in which any of the foregoing has any ownership interest (direct or indirect), direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and her past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with her, and each of them (collectively, “Plaintiff Releasees”), from any and all rights or claims (including but not limited to claims for indemnity or contribution), actions, causes of action, damages, injuries, obligations, debts, liabilities and demands of any kind, contingent or fixed, at law or in equity, known or unknown, foreseen or unforeseen, which Defendant Releasors, or any of them, ever had, now have, or hereafter may have against Plaintiff Releasees arising out of or relating to the allegations TeleCheck asserted in the counterclaim in the Lawsuit. This release on the part of Defendant Releasors shall be a fully binding and complete compromise, accord and

satisfaction, and settlement of all claims against Plaintiff Releasees, provided that nothing herein shall preclude any Party from fully prosecuting and making allegations in support of any claim not released pursuant to this Release. For the avoidance of doubt, this Release does not include the obligations created by this Release or claims of any other putative class members.

4.4.5. **Dismissal and Vacatur.** In connection with the motion for final approval of the settlement, the Parties, through counsel, shall submit to the Court a proposed order granting final approval of the settlement and dismissal of the Lawsuit with prejudice. The Parties shall jointly agree on the contents of the proposed order, which shall, among other things, ask the Court to vacate all prior rulings and United States Magistrate's findings and recommendations on Defendants' motions to dismiss and the Parties' motions for summary judgment and provide that the Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement (the "Proposed Final Approval Order"). All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

5. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties shall jointly seek entry by the Court of a Final Judgment and Order that includes provisions:

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to the terms and conditions herein;
- b) ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) enjoining Defendants according to Section 3 of this Agreement;
- d) discharging and releasing the Released Parties, and each of them, from the Rule 23(b)(2) Settlement Class Claims;
- e) permanently barring and enjoining all Rule 23(b)(2) Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Rule 23(b)(2) Settlement Class Released Claims;
- f) permanently barring and enjoining all Rule 23(b)(2) Settlement Class Members from seeking to use the Rule 23(b)(2) class action procedural device in any future lawsuit against any Released Party that asserts Claims under Rule 23(b)(2) that were or could have been brought in the Lawsuit and that are not otherwise released and discharged by the Settlement Agreement;
- h) directing that the Lawsuit be dismissed with prejudice and without costs;

- i) stating pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- j) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in this Agreement.

6. TERMINATION

The Parties' willingness to settle this Lawsuit on a class-action basis and to agree to the certification of the Rule 23(b)(2) Settlement Class for settlement purposes only depends upon achieving finality in this Lawsuit to avoid the expense of this Lawsuit. Consequently, upon the occurrence of any of the following conditions, any Party shall have the right to terminate this Agreement and declare it null and void:

- a) the Parties fail to obtain and maintain preliminary approval of the proposed settlement of the Rule 23(b)(2) Settlement Class;
- b) any court requires Defendants, or any of them, to comply with obligations or requirements that are greater than or materially different from the Injunctive Relief;
- c) any court orders Defendants to pay, in the aggregate, attorneys' fees, costs, and/or other expenses in connection with the Lawsuit in excess of \$1.85 million in connection with the settlement of the Rule 23(b)(2) Settlement Class;
- d) the Court fails to enter a Final Judgment and Order consistent with this Agreement;
- e) the Court fails to enter the Injunctive Relief described in Section 3 of this Agreement;
- f) the settlement of the Rule 23(b)(2) Settlement Class Claims is not upheld on appeal, including review by the United States Supreme Court; or
- g) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Rule 23(b)(2) Settlement Class shall be decertified; this Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

7. MISCELLANEOUS

7.1 Court's Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement.

7.2 No Other Class Plaintiffs. Class Counsel represents and warrants that, to the best of their knowledge, they have not solicited, contacted, or agreed to represent any other potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures. Class Counsel further represents and warrants that, to the best of their knowledge, they are not engaged in an ongoing investigation to find another potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures and that they are not cooperating with any other counsel in seeking to obtain another potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures.

7.3 Representations and Warranties. All of the warranties and representations made in this Agreement are true and correct as of the Effective Date. The Parties acknowledge and agree that no representations, warranties, or promises have been made to or relied upon by them or by any person acting for or on their behalf, in connection with the subject matter of this Agreement, which are not explicitly set forth herein.

7.4 Recitals. Each of the above Recitals is true and correct and is incorporated herein by reference.

7.5 Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiff, on one hand, and Defendants, on the other hand, with respect to the matters set forth herein, and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the settlement of the Lawsuit. This Agreement supersedes any and all prior agreements, negotiations, arrangements, or understandings, whether written or oral, express or implied, between Plaintiff, on one hand, and Defendants, on the other hand, relating to the subject matter hereof. The Parties agree that there are no understandings with respect to the settlement of the Lawsuit between Plaintiff, on one hand, and Defendants, on the other hand, whether written, oral, express, implied, or otherwise, except as set forth in this Agreement and that, in entering into this Agreement, no Party has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance, or expectation between Plaintiff, on one hand, and Defendants, on the other hand, unless it is contained herein in writing.

7.6 Modifications and Amendments. No amendment, change, or modification to this Agreement will be valid unless in writing signed by the Parties or their counsel.

7.7 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement. This Agreement has been, and must be construed to have been, drafted by all the Parties to it so that any rule that construes ambiguities against the drafter will have no force or effect.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete

counterpart. Photocopies or PDF copies of executed copies of this Agreement shall be treated as originals.

7.9 Weekend and Holiday Deadlines. If any deadline established by this Agreement falls on a weekend or court holiday, any such deadline shall be deemed to be extended to the next business day.

7.10 Waiver. No waiver of any right of any of the Parties under this Agreement shall be effective unless such waiver is in writing and executed by such party and notice thereof is given to all Parties.

7.11 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York and without regard to conflicts of law principles. Each Party expressly agrees that in the event a dispute arises regarding the contents of this Agreement or any Party's performance hereunder, the Parties consent to jurisdiction in, and agree that any action or dispute arising out of or related to this Agreement must be submitted to binding arbitration before the American Arbitration Association ("AAA"), with each Party bearing its own attorneys' fees and costs incurred in the arbitration.

7.12 Attorneys' Fees and Costs. Other than the Payment described in this Agreement, each Party shall bear their own attorneys' fees and costs relating in any way to the Lawsuit or this Agreement, or the subject matter of any of them.

7.13 Taxes. Under no circumstances will Defendants have any liability for any taxes or tax expenses under this Agreement. Plaintiff and Plaintiff's counsel are solely responsible for any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by the Defendants or the Defendants' counsel.

7.14 No Admission of Liability. This Agreement reflects the Parties' compromise and settlement of disputed claims. Defendants are entering into this Agreement to compromise and resolve disputed claims that they believe have no validity so as to avoid further litigation. The Parties, by entering into this Agreement, do not admit liability and, in fact, expressly deny liability. The provisions of this Agreement, and all related drafts, communications and discussions, and any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any Party. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations, actions or proceedings connected with it, shall be admissible as evidence in this Lawsuit or any other pending or future civil, criminal, or administrative action or proceeding for any purpose whatsoever other than seeking preliminary and final approval of this Agreement or in any proceeding brought to enforce this Agreement.

7.15 Parties Represented by Counsel. The Parties acknowledge that: (i) Plaintiff has been represented by independent counsel of her own choosing; (ii) Defendants have been represented by independent counsel of their own choosing; (iii) the Parties have read this Agreement and are fully aware of its contents; and (iv) Parties' respective counsel fully explained

to them the Agreement and its legal effect. The Parties executed this Agreement voluntarily and without duress or undue influence and intend to be legally bound by this Agreement.

7.16 Authorization. The Parties represent that they each have all necessary power and authority to enter into this Agreement and to carry out such Party's obligations hereunder. Each signatory below represents and warrants that he or she is fully entitled and duly authorized to enter into this Agreement on behalf of the Party on whose behalf he or she is signing.

7.17 Support and Cooperation to Obtain Court Approval and in Administering the Settlement. The Parties agree, subject to their legal obligations, to support this Agreement and use their best efforts to obtain Court approval of this Settlement, including but not limited to by cooperating to the extent reasonably necessary in producing information, executing any documents, or taking any additional actions which are consistent with and which may be necessary or appropriate to secure the Court's preliminary and final approval of this Agreement, or to effectuate the terms and administration of this Agreement.

7.18 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision subject to the Parties' termination rights under this Agreement.

7.19 Notice to Counsel: All notices to Settlement Class Counsel provided for herein shall be sent by overnight mail and email to:

Jeffrey D. Kaliel,
Sophia Goren Gold
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James J. Pizzirusso
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Steven M. Nathan
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Telephone: (646) 357-1100
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All notices to counsel for Walmart provided for herein shall be sent by overnight mail and email to:

Suyash Agrawal
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MASSEY & GAIL LLP
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(312) 283-1590 (telephone)
(312) 379-0467 (facsimile)
sagrawal@masseygail.com
hcoustan@masseygail.com

All notices to counsel for TeleCheck provided for herein shall be sent by overnight mail and email to:

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

[Signatures on next page]

WALMART:

By: Chad Pekron

Name: Chad Pekron

Title: Vice President-Complex Commercial Litigation

TELECHECK:

By: _____

Name: _____

Title: _____

PLAINTIFF:

By: _____

Name: _____

Title: _____

CLASS COUNSEL

By: _____

Name: _____

Title: _____

WALMART:

By: _____

Name: _____

Title: _____

TELECHECK:

By:  _____

Name: Eric Nelson

Title: SvP

PLAINTIFF:

By: _____

Name: _____

Title: _____

CLASS COUNSEL

By: _____

Name: _____

Title: _____

WALMART:

By: _____

Name: _____

Title: _____

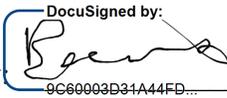
TELECHECK:

By: _____

Name: _____

Title: _____

PLAINTIFF:

By:  _____
9C60003D31A44FD...

Name: Brandy Morris

Title: Plaintiff

CLASS COUNSEL

By:  _____
F817E468E0B1427...

Name: Jeffrey Kalie1

Title: Counsel for Plaintiff