

# Exhibit A

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is between Aria Smith ("Ms. Smith"), individually and on behalf of similarly situated persons, and Avid Acceptance, LLC ("Avid").

WHEREAS, Ms. Smith entered into a Retail Installment Sales Contract with Great Lakes Honda on December 29, 2018 (the "Contract"), for the purchase of a 2018 Chevrolet Malibu (the "Vehicle");

WHEREAS, the Contract was assigned to Avid;

WHEREAS, due to a default under the Contract by Ms. Smith, the Vehicle was repossessed by Avid and sold via public auction on or about October 16, 2020. Subsequent to the repossession of the Vehicle, Avid sent a "Notice of Right to Reinststate," "Notice of Our Plan to Sell Property," and "Explanation of Calculation of Surplus or Deficiency" to Ms. Smith;

WHEREAS, Avid filed a complaint against Ms. Smith to collect the deficiency balance due after the sale of the Vehicle ("Complaint"), and Ms. Smith responded with a Class Action Counterclaim in the Cuyahoga County, Ohio Court of Common Pleas, Case No. CV-22-969939 (the "Litigation"); asserting putative class action claims against Avid alleging violation of the Retail Installment Sales Act, R.C. § 1317.12/16 and the Ohio Uniform Commercial Code ("OUCC"), R.C. § 1309.613/614/610; and seeking injunctive, declaratory, compensatory, statutory damages, interest, and attorneys' fees;

WHEREAS, Avid denies Ms. Smith's allegations in the Litigation but desires to settle the Litigation on the terms and conditions set forth herein in the interest of efficiency and to avoid the burden, expense, and uncertainty of the Litigation;

WHEREAS, Ms. Smith has moved for class certification and Avid has responded in opposition but, as of this agreement, the Court has not ruled on class certification;

WHEREAS, counsel for Ms. Smith and the putative class ("**Class Counsel**") contends it has conducted an investigation into the facts and law related to the Litigation; engaged in discovery directed toward Avid; received information from Avid at, or in connection with, mediation; and analyzed and evaluated the merits of the parties' contentions and how this Agreement will impact all parties, including Ms. Smith and the members of the putative class; and

WHEREAS, given the risks of continued litigation, and the likelihood that the Litigation, if not settled now, will be protracted and expensive, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that a settlement with Avid is in the best interests of the Settlement Class.

NOW THEREFORE, in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, subject to the Court's approval, hereby agree and covenant as follows:

**I. DEFINITIONS**

As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

A. "**Agreement**" means this Settlement Agreement.

B. "**Class Counsel**" means Ronald Frederick of the law firm of Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.

C. "**Class Notice**" means the notification of settlement that will be mailed to Settlement Class Members in substantially the form that is attached hereto as **Exhibit 1**.

D. "**Court**" means the Cuyahoga County, Ohio Court of Common Pleas.

E. **“Deficiency Balance”** means the unpaid balance as reflected on Avid’s records remaining on a Settlement Class Account after the repossession and disposition of a Settlement Class Member’s motor vehicle and application of proceeds of the sale to that Settlement Class Account, plus all accrued interest and other fees and charges.

F. **“Distribution Date”** is 30 days after the Effective Date as set forth in paragraph G below.

G. **“Effective Date”** means the day the Final Approval Order becomes final, which shall be the later of: (i) if an appeal of the Final Approval Order is not filed, the 31st day after it is entered (the date following the date on which it is no longer subject to review by appeal or otherwise); or (ii) if an appeal of the Final Approval Order is filed, on the day following the date the Final Approval Order is not subject to further judicial review or appeal, provided that the Final Approval Order is not reversed or modified in any way by the Court or an appellate court which is not mutually acceptable to the Parties.

H. **“Final Approval Hearing”** means the hearing held before the Court at which time the Court will either grant final approval of this Agreement and enter the Final Approval Order or deny approval of this Agreement.

I. **“Final Approval Order”** means an order entered by the Court approving this Agreement, certifying the class for settlement purposes, dismissing all claims with prejudice, entering final judgment, and awarding attorneys’ fees, costs, and expenses, which will be proposed in substantially in the form attached hereto as **Exhibit 2**.

J. **“Litigation”** means the case entitled *Avid Acceptance, LLC v. Aria C. Smith* in the Cuyahoga County, Ohio Court of Common Pleas, Case No. CV-22-969939.

K. **“Person”** means one or more individuals obligated individually or jointly, directly or indirectly, under a Retail Installment Sales Contract.

L. **“Post-Repossession Notice(s)”** means documents similar to (i) the Notice of Our Plan to Sell Property, (ii) Notice of Right to Reinstate, and/or (iii) Explanation of Calculation of Surplus or Deficiency (contained in one or multiple documents or combined) sent by Avid to its Ohio customers, including but not limited to Ms. Smith, between October 13, 2016 and April 30, 2025, to notify consumers of the repossession of a motor vehicle, right of reinstatement of a repossessed motor vehicle, the intent to dispose of the repossessed motor vehicle, and/or the calculation of the Deficiency Balance.

M. **“Preliminary Approval Order”** means an order entered by the Court preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Settlement Class, which will be proposed substantially in the form attached hereto as **Exhibit 3**.

N. **“Released Parties”** shall have the meaning set forth in paragraph III(A).

O. **“Resolved Account Obligor”** means a Person obligated under a Retail Installment Sales Contract for which: (1) an agreement was reached between the obligor(s) under the Retail Installment Sales Contract and Avid after repossession and disposition of the subject motor vehicle regarding the resolution of the obligor’s account with Avid, including but not limited to the Deficiency Balance on the account; (2) Avid has previously voluntarily waived the Deficiency Balance; or (3) Avid obtained a judgment relating to the Deficiency Balance prior to the Effective Date.

P. **“Retail Installment Sales Contract”** means a written instrument that was executed by a Person in connection with the retail installment sale of a motor vehicle.

Q. **“Settlement Administrator”** means American Legal Claims Services, LLC or other entity in the business of class action settlement administration selected by Avid with the agreement of Class Counsel and approved by the Court.

R. **“Settlement Class Account”** means the account relating to a Settlement Class Member’s vehicle Retail Installment Sales Contract that is subject to this Agreement.

S. **“Settlement Class Member”** means a Person who is a member of the Settlement Class and that Person’s heirs, successors, executors, administrators, trustees, predecessors, representatives, and assigns. A Settlement Class Member includes all individuals obligated under a Settlement Class Account. Where a Settlement Class Account has multiple obligors, the obligors collectively will constitute a single Settlement Class Member entitled to a single joint recovery.

T. **“Settlement Class”** means all persons: (1) who purchased a motor vehicle in Ohio primarily for personal, family, and/or household use by entering into a Retail Installment Sales Contract; (2) whose Retail Installment Sales Contract was assigned to Avid; (3) whose motor vehicle securing the Retail Installment Sales Contract was repossessed by or on behalf of Avid, or was voluntarily surrendered, in the state of Ohio; (4) who were sent one or more Post-Repossession Notices (contained in one or more documents or combined) by or on behalf of Avid between October 13, 2016 and April 30, 2025 and (5) whose motor vehicle was either disposed of by or on behalf of Avid or their Retail Installment Sales Contract was otherwise not reinstated. The following are excluded from the Settlement Class: (a) Resolved Account Obligor; (b) any Person who is a debtor in an active bankruptcy proceeding as of the date of entry of the Preliminary Approval Order or was previously a debtor in a bankruptcy proceeding and received a discharge in bankruptcy after execution of a Retail Installment Sales Contract that was assigned to Avid; and (c) any person who submits a valid and timely request for exclusion.

The Settlement Class consists of 1,028 total members, which consists of two separate subclasses: 1) “Deficiency Balance Subclass” and 2) “Deficiency Payment Subclass.” Based on a review of Avid’s records and data, and to the best of Avid’s knowledge, information, and belief, the total number of Deficiency Balance Subclass members are 995, and the total number of Deficiency Payment Subclass members are 33. The final number of class members will be determined at the preliminary approval time considering the exclusions identified considering the exclusions identified above. Each Settlement Class Member is a member of only one subclass. The subclasses are:

1. **“Deficiency Balance Subclass”** means a subclass, certified for settlement purposes only pursuant to Ohio Rule of Civil Procedure 23(B)(2), consisting of Settlement Class Members for which Avid’s records relating to the Settlement Class Account reflect the absence of any payment by the Settlement Class Member on the Deficiency Balance or reflect payment on a Deficiency Balance of \$25.00 or less. Based on a review of Avid’s records and data, and to the best of Avid’s knowledge, information, and belief, there are currently 995 Settlement Class Accounts in the Deficiency Balance Subclass. A Settlement Class Member who is a member of the Deficiency Balance Subclass is a **“Deficiency Balance Subclass Member.”**

2. **“Deficiency Payment Subclass”** means a subclass, certified for settlement purposes only, pursuant to Ohio Rule of Civil Procedure 23(B)(3) consisting of Settlement Class Members for which Avid’s records relating to the Settlement Class Member’s Settlement Class Account reflect a payment by the Settlement Class Member of greater than \$25.00 on a Deficiency Balance. Based on a review of Avid’s records and data, and to the best of Avid’s knowledge, information, and belief, there are currently 33 Settlement Class Accounts in the Deficiency

Payment Subclass. A Settlement Class Member who is a member of the Deficiency Payment Subclass is a **“Deficiency Payment Subclass Member.”**

U. **“Settlement Fund”** means the fund described in paragraph II(B)(1) of this Agreement.

## II. TERMS AND CONDITIONS

Ms. Smith, individually and on behalf of the Settlement Class Members, and Avid agree to the following terms and conditions of this Agreement. The relief provided in this Agreement is in full satisfaction and release of the claims against Avid and the Released Parties as described in Section III of this Agreement. Solely for the purposes of the settlement and the proceedings contemplated herein, the Parties stipulate and agree to the certification of the Settlement Class described in paragraph I(T).

### A. *Settlement Procedures*

1. Ms. Smith, through Class Counsel, shall promptly move the Court pursuant to Ohio Rule of Civil Procedure 23(E) for preliminary approval of the Agreement and seek entry of the Preliminary Approval Order granting conditional approval of the terms of settlement under this Agreement; certifying, for settlement purposes only pursuant to Ohio Rule of Civil Procedure 23(B)(2) and 23(B)(3), the Settlement Class as described in paragraph I(T) above; approving the Class Notice; directing that the Class Notice be distributed to Settlement Class Members in the manner described herein; approving class settlement procedures; and, setting a Final Approval Hearing. Avid shall not oppose the motion for preliminary approval of this Agreement insofar as the motion solely reflects the terms of this Agreement.

2. No later than 10 days after entry of the Preliminary Approval Order, Avid shall provide a list of the names and account numbers of all Settlement Class Members (the **“Settlement Class List”**) to the Settlement Administrator. The Settlement Class List also shall set

forth the outstanding Deficiency Balance for each Settlement Class Account eligible for the relief provided in paragraph II(B)(2)(a) and shall identify the amount of monetary relief for each Settlement Class Member. The Settlement Class List provided to the Settlement Administrator shall state the last known addresses of the Settlement Class Members according to Avid's records. The Settlement Class List shall be in an electronic format that the Settlement Administrator can use readily.

3. No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice by First-Class Mail to all Settlement Class Members identified on the Class List.

4. Before mailing the Class Notices, the Settlement Administrator shall perform an address check of the entire Class List through the United States Postal Service's National Change of Address database to update the addresses of Settlement Class Members. For Class Notices returned by the Postal Service for lack of a correct address, the Settlement Administrator shall attempt a further address search using a recognized information broker such as LexisNexis and re-mail the Class Notice by First-Class Mail to any subsequently obtained addresses. Only one re-mailing will be required under this section. Neither Avid nor the Settlement Administrator will be responsible for the failure of the Postal Service to timely deliver or return a Class Notice and will have no obligation to re-send a Class Notice that is not returned by the Postal Service more than 14 days prior to the Final Approval Hearing.

5. No later than 7 days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court and Class Counsel with a declaration confirming that the Class Notices were mailed to Settlement Class Members, and the steps taken during the Settlement Class Notice process.

6. Any Settlement Class Member who intends to object to the fairness of this Agreement must, by the date specified in the Preliminary Approval Order, file an objection with the Court in the manner prescribed under this Agreement and the Preliminary Approval Order, and provide copies of the objection to the Settlement Administrator, to Avid's counsel, Christopher Baxter, Sebaly Shillito + Dyer, LPA, 220 East Monument Avenue, Suite 500, Dayton, OH 45402 and to Class Counsel, Ronald Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.

7. Any objection to this Agreement must include:

- (a) the name and case number of this action;
- (b) the objector's full name, address, and telephone number;
- (c) a written and notarized statement of all grounds for the objection accompanied by any legal support for such objection;
- (d) copies of any papers, briefs, or other documents upon which the objection is based;
- (e) a statement whether the objector or his or her counsel intends to appear and argue at the Final Approval Hearing; and
- (f) a list of all cases in which the objector and/or his or her counsel has filed objections to a class action settlement in the preceding five years.

8. If the objector intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear and argue at the Final Approval Hearing.

9. An objection by any individual obligated on a Settlement Class Account will be deemed to be an objection on behalf of joint obligors on the Settlement Class Account.

10. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who has submitted an objection in compliance with this Agreement and the Preliminary Approval Order. No witness testimony will be allowed, nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits.

11. Any Settlement Class Member who does not file a timely written objection in compliance with this Agreement and the Preliminary Approval Order, or who fails to otherwise comply with the requirements of this section, (1) shall be deemed to have waived any such objection with the objection not being considered by the Court, (2) will not be heard during the Final Approval Hearing, and (3) shall be foreclosed from seeking any adjudication or review of the settlement reached under the Agreement and preliminary approved herein by appeal or otherwise.

12. Any Settlement Class Member who wishes to be excluded from the Settlement Class must file a request for exclusion ("opt-out") with the Court and provide copies to Class Counsel, counsel for Avid, and the Settlement Administrator at the addresses specified and by the date recited in the Preliminary Approval Order. To be effective, the request for exclusion must be received at the addresses specified in the Preliminary Approval Order by the opt-out deadline set forth in the Preliminary Approval Order and:

(a) include the Settlement Class Member's full name, address, and telephone number; and

(b) specifically and unambiguously state his or her desire to be excluded from the Settlement Class in Case No. CV 22 969939, *Avid Acceptance, LLC v. Aria C. Smith* in the Cuyahoga County, Ohio Court of Common Pleas.

13. A request for exclusion filed by any individual obligated on a Settlement Class Account will be deemed to be a request for exclusion filed on behalf of joint obligors on the Settlement Class Account.

14. Any Settlement Class Member who fails to file a timely and complete request for exclusion with the Court and to send copies to the proper addresses shall be subject to and bound by this Agreement and every order or judgment entered pursuant to this Agreement. Any purported request for exclusion that is ambiguous or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated by the Settlement Administrator and jointly by counsel for the Parties, who will make a good-faith evaluation regarding the intent. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.

15. The Settlement Administrator will maintain a list of all requests for exclusion and shall report the names and addresses of all such persons requesting exclusion to the Court, counsel for Avid, and Class Counsel at least seven (7) days prior to the Final Approval Hearing to assure consistency with the record of requests for exclusions filed with the Court. The list of Persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

16. All such persons for whom a proper request for exclusion has been filed with the Court and served upon the Settlement Administrator, counsel for Avid, and Class Counsel

shall not be Settlement Class Members and shall have no rights with respect to the settlement and no interest in the relief provided under the Agreement.

17. Ms. Smith, Class Counsel, Avid, and Avid's counsel represent and warrant that they have not, nor will they: (a) attempt to void this Agreement in any way except as authorized by Paragraph IV(B); (b) opt out of the Settlement Class under this Agreement; (c) solicit or encourage Settlement Class Members to opt out of this Settlement or (d) solicit or encourage any effort by any person (natural or legal) to object to the Settlement under this Agreement. Nothing herein shall prohibit Class Counsel from responding to any Settlement Class Member's self-initiated inquiry with advice that is otherwise lawful and that Class Counsel deems appropriate given the Settlement Class Member's individual circumstances.

18. Before the Final Approval Hearing, Ms. Smith, through Class Counsel, shall request that the Court grant final approval of the Agreement, approving it as fair, reasonable, adequate, and binding on all Settlement Class Members who have not opted out. The Final Approval Order (**Exhibit 2**) shall order that the Incentive Award to Ms. Smith be paid; order the establishment of the Settlement Fund by Avid, order the payment of the award of attorneys' fees, costs, and expenses as approved by the Court to Class Counsel from the Settlement Fund in accordance with this Agreement; enter final judgment in accordance with this Agreement; and order dismissal with prejudice of the claims of Ms. Smith and the Settlement Class Members against Avid asserted in the Litigation and include a bar order provision. Avid shall join in this request.

19. All costs of the settlement administration, including but not limited to the costs related to class notice, address updates, and any fees charged by the Settlement Administrator, shall be paid by Class Counsel.

**B. *Relief to Settlement Class Members and Award of Attorneys' Fees.***

1. Within 14 days after the Effective Date, the Settlement Administrator will establish one or more separately maintained non-interest-bearing accounts at a federally insured financial institution or institutions into which Avid will deposit the total amount of \$325,000.00. This account or accounts and the amounts deposited therein by Avid shall constitute the "Settlement Fund." In no event shall Avid be required to pay or contribute any additional amount to the Settlement Fund.

2. On the Distribution Date, Avid shall provide the following relief to Ms. Smith and Settlement Class Members including monetary relief to be paid by the Settlement Administrator from the Settlement Fund:

(a) **Class Relief.** Avid shall waive any Deficiency Balance on the Settlement Class Accounts of Settlement Class Members as of the Effective Date and Settlement Class Members shall have no obligation to pay the Deficiency Balance. Avid will cease any collection efforts with regard to Settlement Class Accounts upon the execution of this Agreement and will permanently cease all collection efforts upon the Effective Date. Deficiency Payment Subclass Members will also receive payment solely from the Settlement Fund related to the amount reflected by Avid's available records as paid by the Deficiency Payment Subclass Member towards their Deficiency Balance. The amount to be paid with regard to any Deficiency Payment Subclass Member will be the aggregate amount of payments the Deficiency Payment Subclass Member paid to Avid towards their Deficiency Balance. It is understood by the Parties that the Settlement Class Account records may have minor inaccuracies and that the monetary relief paid to the Deficiency Payment Subclass Members represents a compromise of disputed claim and is based on readily available information in lieu of an individual audit of each Settlement Class

Account. The total monetary relief available to be provided from the Settlement Fund to the Deficiency Payment Subclass Members shall not exceed \$35,000.00 which will be paid to the Deficiency Payment Subclass Members based upon payments made through the Effective Date. In no event shall Avid be required to contribute any additional amount to the Settlement Fund. Avid represents for purposes of this Agreement that, based upon its records and data, and to the best of its knowledge, information, and belief, the aggregate amount of Deficiency Balances for the Class Members being waived pursuant to this Agreement exceeds \$8,377,613.83 dollars.

(b) **Credit Reporting.** In addition to the monetary relief described herein, within 30 days after the Distribution Date, Avid shall cause to be transmitted electronically or by mail a request to Equifax, Experian, and TransUnion (collectively, "**Credit Reporting Agencies**") to delete any reference to the Settlement Class Accounts that reflect a deficiency balance as of the Final Approval Date. Avid shall not be required to make any efforts to delete the trade lines associated with any accounts that have been paid in full as of the Effective Date. Avid will make all reasonable efforts to ensure such requests to the Credit Reporting Agencies relating to the Settlement Class Accounts are sent with any forms required by the Credit Reporting Agencies to effectuate the change. However, it is understood and agreed that: (i) the Credit Reporting Agencies are independent companies and not affiliated with Avid; (ii) Avid cannot and does not guarantee that, when, or how the Credit Reporting Agencies will act upon the requests for deletion of the Settlement Class Account information; (iii) Avid is not responsible for assuring or compelling any Credit Reporting Agency's action in response to the requests for deletion of references to the Settlement Class Account; and (iv) Avid will not be liable to any Settlement Class Member for the failure by one or more of the Credit Reporting Agencies to properly change the information as requested by Avid. However, if after 90 days from the Distribution Date, one or

more of the Credit Reporting Agencies fails to change information as requested by Avid, Class Counsel or any affected individual Settlement Class Member may request that Avid resubmit the request to one or more Credit Reporting Agencies. Avid's obligation is limited to not more than one resubmission as to each Settlement Class Member. Any such request to resubmit should be made in writing and sent by U.S. Mail to Avid Acceptance, LLC c/o Christopher Baxter, Sebaly Shillito + Dyer, LPA, 220 East Monument Avenue, Suite 500, Dayton, OH. Within 30 days of receipt of such a request, Avid will cause to be resubmitted a request to delete any reference to the Settlement Class Accounts that reflect a deficiency balance as of the Final Approval Date.

(c) **Disbursement of Monetary Relief.** Disbursements of monetary relief to Class Members will be by check issued by the Settlement Administrator from the Settlement Fund. If a Settlement Class Account for which monetary relief is available is in the name of more than one individual, the check issued pursuant to this paragraph shall be issued jointly payable to all individuals named on the Settlement Class Account. Checks issued to Settlement Class Members will be sent via First-Class Mail by the Settlement Administrator to the first named individual on the Settlement Class Account on or before the Distribution Date. Checks issued to Settlement Class Members pursuant to this Agreement will be void one hundred eighty (180) days from the date of issuance. One hundred eighty (180) days after the last check is issued pursuant to this Agreement, the amount of funds remaining in the Settlement Fund representing uncashed checks shall be donated pursuant to part paragraph B(5) upon approval by the Court in the Final Approval Order.

(d) **Class Representative Incentive Payment.** Separate from, and in addition to, the relief provided to Settlement Class Members elsewhere in this Agreement, and subject to Court approval, Ms. Smith shall be paid an incentive award of \$25,000.00 ("Incentive

Award") to be paid solely from the Settlement Fund for representing the class. Avid shall not oppose Ms. Smith's request for the Incentive Award in this amount. The Incentive Award shall be paid by check issued from the Settlement Fund payable to Ms. Smith, and the check shall be delivered by the Settlement Administrator to Class Counsel by the Distribution Date. This check will be void one hundred eighty (180) days from the date of issuance.

3. **Attorneys' Fees.** Ms. Smith and Class Counsel will seek, and Avid shall not object to, an award of attorneys' fees, costs, and expenses incurred as of the Distribution Date to Class Counsel from the Settlement Fund in an amount not greater than the amount of the Settlement Fund (\$325,00.00) minus the amount of the Incentive Payment (\$25,000.00) and the amount set aside for Deficiency Payment Subclass Members (\$35,000.00). Payment of the attorneys' fees, costs, and expenses approved by the Court in accordance with this Agreement is separate from the relief provided to the Settlement Class Members and shall not increase Avid's obligations under this Agreement or the monies it owes any Party. Upon Court approval, the Settlement Administrator shall pay the award to Class Counsel from the Settlement Fund on the Distribution Date in accordance with instructions that Class Counsel will provide. The attorneys' fees, costs, and expenses set forth in this provision are all attorneys' fees, costs, and expenses to be paid to Class Counsel in connection with this Agreement.

4. Any Settlement Class Member or other person may be represented by his or her counsel of choice, but all fees and expenses of such counsel will be paid by that Settlement Class Member or other person. Avid will not be responsible for any Settlement Class Member's attorneys' fees, costs, or expenses beyond what is specified in this Agreement.

5. **Cy pres.** Any amounts remaining in the Settlement Fund after disbursements to Settlement Class Members, payment of the class representative's Incentive

Award, and Class Counsel's attorneys' fees, costs, and expenses, including amounts representing uncashed checks to class members, will be disbursed to the Legal Aid Society of Cleveland.

### III. RELEASES

A. Upon the Effective Date, Ms. Smith and the Settlement Class Members who have not timely excluded themselves shall release and forever discharge the Released Parties from all known and unknown claims, demands, actions, causes of action, rights, offsets, setoffs, suits, damages, lawsuits, liens, costs, surcharges, losses, attorneys' fees, expenses, or liabilities of any kind, in law or in equity, for any relief, including monetary, statutory damage or statutory penalty, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, and all claims for any damages, damage to credit, penalties, attorneys' fees, costs, or expenses, whether known or unknown, alleged or not alleged, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or not, that concern, relate to, or arise out of Avid's contracts with members of the Settlement Class, including, but not limited to, claims relating to: (i) the making or formation of, granting of credit in connection with, any modifications of, default on, or collection efforts relating to any of Avid's contracts with any Person in the Settlement Class; (ii) the motor vehicle subject of a Retail Installment Sales Contract including the repossession and disposition of the motor vehicle, including but not limited to any Post-repossession Notices sent by or on behalf of Avid to Settlement Class Members; (iii) any tax consequences arising out of any relief provided for under this Agreement; (iv) any claims relating to or arising out of the Retail Installment Sales Act, R.C. § 1317.12/16 or the Ohio Uniform Commercial Code, R.C. § 1309.613/614/610; and (v) any claims for conversion or other common-law tort or other statutory claim of any type, whether arising from federal, state, or local law or regulation that the Settlement Class Members have or may have had, or now have, from the beginning of time up through and including the Effective

Date, against any of the Released Parties. The release granted herein by Ms. Smith and the Settlement Class Members is a full and complete release of the Released Parties. "Released Parties" is defined as Avid Acceptance, LLC and its affiliates, predecessors and successor companies, shareholders, investors, and all of their respective past or present directors, officers, employees, partners, principals, agents, attorneys, directors, shareholders, investors, lenders, successors, assigns, servicers, and backup servicers, agents, lenders' agents, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, suppliers, sub-suppliers, assigns, attorneys, and controlling shareholders of any of the foregoing persons or entities.

B. Ms. Smith, individually and on behalf of the Settlement Class, understands that it is possible unknown losses or claims exist and present losses may have been unknown or underestimated in amount or severity. Ms. Smith and Avid explicitly took that possibility into account when entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein was given in exchange for full accord and satisfaction and discharge of all such losses or claims.

C. Each Settlement Class Member, upon entry of the Final Approval Order, will be enjoined by that order from instituting or maintaining any action for claims released under this Agreement against any persons released under this Agreement.

#### **IV. MISCELLANEOUS PROVISIONS**

A. If any Settlement Class Member entitled to relief under paragraphs II(B)(2)(a) or II(B)(2)(b) above makes a payment to Avid on a Deficiency Balance after the date of execution of this Agreement, Avid shall return the payment with a written statement that if the Settlement Class Member remains a member of the Settlement Class, the Deficiency Balance will no longer be owed

and that the Settlement Class Member will have no obligation to pay it. Avid shall respond to queries from such non-excluded Settlement Class Members after the Effective Date by stating that the balance of the Settlement Class Account is zero, the Deficiency Balance is not owed, and the Settlement Class Member has no obligation to pay the Deficiency Balance

**B. *Withdrawal from Settlement***

1. Any Party shall have the option to withdraw from this Agreement, and render it null and void, if any of the following occurs:

(a) any objection to the Agreement is sustained and such objection results in changes to the Agreement the withdrawing Party deems in good faith to be material (*e.g.*, because it increases the cost of the settlement, delays approval and/or implementation of the settlement, increases risk to the Party, or deprives the withdrawing Party of a benefit of the settlement).

(b) any attorney general or federal or state government entity is allowed to intervene in the Litigation and such intervention results in changes to the Agreement that the withdrawing Party deems in good faith to be material (*e.g.*, because it increases the cost of the settlement, delays approval and/or implementation of the settlement, increases risk to the Party, or deprives the withdrawing Party of a benefit of the settlement).

(c) the Preliminary or Final Approval of the Agreement is not obtained without modification and any modification required by the Court for approval is not agreed to by each Party and the withdrawing Party deems any required modification in good faith to be material (*e.g.*, because it increases the cost of the settlement, delays approval and/or implementation of the settlement, increases risk to the Party, or deprives the withdrawing Party of a benefit of the settlement).

(d) The Final Approval Order described in this Agreement is reversed or substantially modified by an appellate court, except that a reversal or modification resulting in a reduction of the award of reasonable attorneys' fees and expenses or the Incentive Award to Ms. Smith shall not be a basis for withdrawal.

(e) Avid shall, in addition, have the option to withdraw from this Agreement and render it null and void if Settlement Class Members associated with more than 5% of the Settlement Class Accounts (measured either by number of Accounts or the monetary value thereof) exclude themselves from the Settlement Class.

2. Neither the award by the Court of attorneys' fees and expenses in an amount less than the amount sought by Class Counsel, nor the award by the Court of the Incentive Award to Ms. Smith in an amount less than the amount sought shall be a basis for withdrawal.

3. To withdraw from the Agreement under this section, the withdrawing Party must provide written notice to the other Party's counsel and the Court. If either Party withdraws from the Agreement, this Agreement shall be null and void, shall have no further force and effect with respect to any Party, and shall not be offered in evidence or used in any litigation for any purpose, including proving liability; damages; and/or the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to Avid, Ms. Smith, or Settlement Class Members, 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 shall not be used in any manner for any purpose, and all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either

Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Agreement.

C. The Parties intend that the Court will approve this Agreement as is, and in its entirety. The exhibits to this Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Agreement.

D. The Parties' counsel shall use their best efforts to cause the Court to give preliminary approval to this Agreement as promptly as practicable, take all steps contemplated by this Agreement to effectuate the Agreement on its stated terms and conditions, and obtain final approval of this Agreement.

E. This Agreement shall be governed by the laws of the State of Ohio.

F. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the interpretation of this Agreement. Any modification to this Agreement must be in writing and signed by all Parties or Parties' counsel.

G. This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that this Agreement reflects the settlement of disputed legal claims and that Avid makes no representations regarding the Agreement's tax consequences. Avid acknowledges that Ms. Smith asserts in the Litigation that the alleged Deficiency Balances of Settlement Class Members are not valid or collectible based upon the alleged operation of state law, and specifically Ohio R.C. §§ 1309.47, 1309.613, 1317.12, and 1317.16 (and Avid disputes that assertion).

Nevertheless, Ms. Smith and the Settlement Class Members shall be solely responsible for any federal, state, local, or other applicable taxes due and owing should any portion of the relief provided under this Agreement be taxable. All Settlement Class Members should consult their individual tax advisors concerning the tax consequences arising out of the relief provided under this Agreement.

H. The person signing this Agreement on behalf of Avid is authorized to do so on its behalf and has full capacity. The person signing this Agreement on behalf of Ms. Smith is authorized to do so and has full capacity.

I. The determination of the terms and drafting of this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto.

J. This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors, and assigns of the Parties hereto.

K. Headings in this Agreement are for convenience only and are not part of the provisions of this Agreement, nor do they control or affect meanings, construction, or the effect of this Agreement.

L. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.


M. Avid and Ms. Smith represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged.

N. This Agreement shall become effective upon its execution by all of the Parties. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

O. The Court shall retain jurisdiction over the effectuation and implementation of this Agreement and all orders entered in connection herewith. The Parties and their attorneys submit to the jurisdiction of the Court regarding these matters. In any action or proceeding to enforce the terms of this Agreement or the Final Approval Order, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and expenses.

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

Dated: Oct 29, 2025, 2025

  
Aria Smith (Oct 29, 2025 19:17:32 EDT)  
ARIA SMITH

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
AVID ACCEPTANCE LLC

Print: \_\_\_\_\_

Title: \_\_\_\_\_






# Ex. A - Settlement Agreement - to be signed

Final Audit Report

2025-10-29

Created:	2025-10-29
By:	Ronald Frederick (ashleys@clevelandconsumerlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFFI5mAcNkAI9S205TmJOE3EsuU8nkwz

## "Ex. A - Settlement Agreement - to be signed" History

-  Document created by Ronald Frederick (ashleys@clevelandconsumerlaw.com)  
2025-10-29 - 10:09:26 PM GMT
-  Document emailed to Aria Smith (aria.smith27@yahoo.com) for signature  
2025-10-29 - 10:09:30 PM GMT
-  Email viewed by Aria Smith (aria.smith27@yahoo.com)  
2025-10-29 - 11:16:06 PM GMT
-  Document e-signed by Aria Smith (aria.smith27@yahoo.com)  
Signature Date: 2025-10-29 - 11:17:32 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-29 - 11:17:32 PM GMT

N. This Agreement shall become effective upon its execution by all of the Parties. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

O. The Court shall retain jurisdiction over the effectuation and implementation of this Agreement and all orders entered in connection herewith. The Parties and their attorneys submit to the jurisdiction of the Court regarding these matters. In any action or proceeding to enforce the terms of this Agreement or the Final Approval Order, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and expenses.

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

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
ARIA SMITH

Dated: October, 30, 2025

*Steven Bryson*  
\_\_\_\_\_  
AVID ACCEPTANCE LLC

Print: Steven Bryson

Title: VP of Risk and Compliance