

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

RICHARD MCCALL and ABRAHAM LIBMAN,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

HERCULES CORP.,

Defendant.

Index No. 66810/2021

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Richard McCall and Abraham Libman (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Hercules Corp. (“Defendant” or “Hercules”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

A. On January 29, 2021, Plaintiff Libman filed a putative class action in the United States District Court for the Southern District of New York. The material allegations of the complaint were that Defendant allegedly misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5

processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee.

B. On April 13, 2021, after Plaintiff Libman amended his federal complaint twice, Defendant filed a letter seeking a pre-motion conference regarding its anticipated motion to dismiss.

C. On May 27, 2021, the federal court conducted a pre-motion conference.

D. On August 16, 2021, Defendant filed an Answer to the operative Second Amended Complaint in the federal court, wherein it asserted 12 affirmative defenses, including that Plaintiff Libman and the putative class lacked Article III standing.

E. During that time, the Parties also exchanged written and document discovery, including on issues such as the size and scope of the putative class, which allowed them to competently assess their relative negotiating positions. This information was sufficient to assess the strengths and weakness of the claims and defenses.

F. From the outset of the case, the Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation.

G. On November 16, 2021, the Parties conducted a full-day mediation before The Honorable Wayne R. Andersen (Ret.) of JAMS Chicago, an experienced class action mediator. At the conclusion of the mediation, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet.

H. On November 16, 2021, Plaintiff Libman and Hercules stipulated to voluntarily dismiss the federal action without prejudice, and on November 23, 2021, Plaintiff Libman re-

filed his case in the Supreme Court of the State of New York, County of Westchester, adding Richard McCall as a Plaintiff.<sup>1</sup>

I. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant believes that the claims asserted in the Action do not have merit and that Defendant would have prevailed at summary judgment or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it will not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

J. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and

---

<sup>1</sup> The Parties concluded it was appropriate to proceed with their class action settlement in the Supreme Court of the State of New York, County of Westchester due to potential issues concerning the federal court's subject-matter jurisdiction over the Action. In particular, the federal court may have lacked Article III standing, particularly with respect to class members who did not pay the processing and handling fee. *See TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021). Moreover, this Action may be subject to the local controversy exception to the Class Action Fairness Act because more than two-thirds of all proposed plaintiff classes in the aggregate are likely citizens of New York, and Defendant is incorporated in New York and maintains its principal place of business in New York. *See* 28 U.S.C. § 1332(d)(4).

Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims will be finally and fully compromised, settled, and released, and the Action will be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1 “Action”** means *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021, pending in the Supreme Court of the State of New York, County of Westchester.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed

by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

**1.3 “Claim Form”** means the document to be submitted by Settlement Class Members seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website (defined at Paragraph 1.32 below) and the contents of the Claim Form will be substantially in the form attached hereto as Exhibit A, approved by the Court.

**1.4 “Claimant”** means a Settlement Class Member who submits a claim for cash payment as described in Paragraph 2 of this Settlement Agreement.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and will be set as a date no later than forty-five (45) days after entry of the Settlement Approval Order and Final Judgment. The Claims Deadline will be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means the law firm of Bursor & Fisher, P.A.

**1.7 “Class Notice”** means the Court-approved “Notice of Class Action Settlement.”

**1.8 “Class Representatives”** mean the named Plaintiffs in this Action, Richard McCall and Abraham Libman.

**1.9 “Court”** means the Supreme Court of the State of New York, County of Westchester.

**1.10 “Defendant”** means Hercules Corp.

**1.11 “Defendant’s Counsel”** means the law firms of Perkins Coie LLP and Weinberg, Gross & Pergament LLP.

**1.12 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid by Defendant pursuant to the terms set forth herein.

**1.13 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Settlement Approval Order and Final Judgment to be entered by the Court approving the Settlement Agreement and Plaintiffs will request the Court to approve the Fee Award and the Service Awards to the Class Representatives.

**1.14 “Final Settlement Approval Date”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

**1.15 “Laundry Cards”** means reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant.

**1.16 “Media Plan”** means the Settlement Administrator’s plan to disseminate Class Notice to Settlement Class Members. The Media Plan will include a postcard notice, a long form notice that will be available on the Settlement Website, and internet banner notice. *See also* Paragraph 4.

**1.17 “Notice and Other Administrative Costs”** means all costs and expenses actually incurred by the Settlement Administrator in the publication of Class Notice, establishment of the Settlement Website, the processing, handling, reviewing, and paying of claims made by Claimants, paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

**1.18 “Notice Date”** means the date of publication of notice pursuant to Paragraph 4 of this Agreement.

**1.19 “Objection/Exclusion Deadline”** means the date to be set by the Court as the deadline for Settlement Class Members to submit objections and requests for exclusion.

**1.20 “Person”** will mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.21 “Preliminary Approval”** means the Court’s entry of an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing, and content of, the notice to Settlement Class Members.

**1.22 “Preliminary Approval Date”** means the date on which the Court enters an order granting Preliminary Approval.

**1.23 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing

notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

**1.24 "Processing and Handling Fees"** means any fees levied in connection with recovering unused funds on a Laundry Card.

**1.25 "Released Claims"** means the claims released pursuant to Paragraph 6.1 of this Agreement.

**1.26 "Released Parties"** means Hercules Corp., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, and customers, including without limitation employees of the foregoing, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.27 "Releasing Parties"** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.28 "Service Awards"** means any award approved by the Court that is payable to the Plaintiffs by the Defendant pursuant to the terms set forth herein.



**1.29 “Settlement Administrator”** means a reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement.

**1.30 “Settlement Approval Order and Final Judgment”** means an order and judgment issued and entered by the Court, approving the Settlement Agreement as binding upon the Parties and the Settlement Class Members, dismissing the Action with prejudice, and setting the amount for an award of attorneys’ fees, costs, and expenses to Class Counsel by the Court, and the amount of Service Awards to Plaintiffs by the Court. The Settlement Approval Order and Final Judgment will constitute a final judgment of dismissal of the Action with prejudice.

**1.31 “Settlement Class Members” or “Settlement Class”** means:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned by Hercules because the cards had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

**1.32 “Settlement Class Period”** means the period of time from January 1, 2017 to July 12, 2021.

**1.33 “Settlement Fund”** means the total cash commitment of Defendant for purposes of this settlement, as described in Paragraph 2 of this Settlement Agreement, which shall be the maximum amount of money that Defendant shall be obligated to pay for the benefit of the Settlement Class, inclusive of all Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement. Any monies from the Settlement Fund not paid in Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement shall be retained by Defendant.

**1.34 “Settlement Sum”** means the total cash commitment of Defendant for purposes of payments of Approved Claims to Settlement Class Members in accordance with Paragraph 2 of this Settlement Agreement. The Settlement Sum will be up to \$2,362,500 and does not include Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement.

**1.35 “Settlement Website”** means a website to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Paragraph 4.2(d), below.

**1.36 “Short Form Notice”** means the Court-approved form of notice for publication to Settlement Class Members, pursuant to the Media Plan.

**1.37 “Unknown Claims”** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims

or might affect his or her decision to agree, object, or not to object to the Settlement. Upon the Final Settlement Approval Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, 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.

Upon the Final Settlement Approval Date, the Releasing Parties also will be deemed to have, and will have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

## **2. SETTLEMENT RELIEF.**

### **2.1 Settlement Fund**

(a) Defendant will pay the following: (i) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (ii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4.3 below; (iii) the Fee Award, as described in Paragraph 3.1 below; and (iv) any Service Award to the Plaintiffs, not to exceed \$5,000 each, as may be ordered by the Court and as described in Paragraph 3.3 below

**2.2 Schedule of Payments into Settlement Fund.** Defendant will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs.* Amounts for the Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing.

(b) *Fee Award.* An amount equal to the Fee Award to be paid as described at Paragraph 3.1, below.

(c) *Service Awards.* An amount equal to Plaintiffs' Service Awards as ordered by the Court, to be paid as described at Paragraph 3.3, below.

(d) *Payment of Valid Cash Claims.* An amount up to \$2,362,500, in accordance with paragraph 2.6 below, exclusive of the sum of (i) the payments for Notice and Other Administrative Costs, (ii) the Fee Award paid by Defendant, and (iii) any Service Awards paid by Defendant, which amount is to be paid thirty (30) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to submit a claim for cash payment, consistent with this Paragraph and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may file a claim that will, if valid, entitle him or her to a cash payment. Group A Settlement Class Members may submit a claim for \$15. Group B Settlement Class Members may submit a claim for \$3.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, or PayPal. Payment by check will be the default payment method in the event that a Settlement Class Members fails to indicate a preferred method of payment.

(c) *Cash Payment from Fund.* Cash Claims will be paid thirty (30) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later, from the Settlement Fund.

(d) *Pro Rata Adjustment.* If the total value of all Approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced *pro rata* as necessary.

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. A Claimant must include information in the Claim Form – completed online or in hard copy mailed to the Settlement Administrator – confirming, under penalty of perjury, the building in which the Settlement Class Member resided during the Settlement Class Period and the time period during which the Settlement Class Member used their Hercules Laundry Card.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all claims to determine their validity. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.31, 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Ceiling of Claims.** Hercules will pay to the Settlement Administrator on account of Approved Claims and as a Settlement Sum an amount equal to the total of valid claims which are timely submitted, or the amount of \$2,362,500, whichever is less, which payment shall be made within twenty-one (21) business days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

**2.7 Cash Benefit – Uncleared Checks.** Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to

make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. Unpaid funds from uncleared checks will in no event revert back to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be paid as *cy pres* to the The Legal Aid Society, a non-sectarian, not-for-profit *pro bono* legal organization, or another non-sectarian, not-for-profit organization(s) recommended by the Parties and approved by the Court.

**2.8 Prospective Relief.** Defendant agrees not to reinstate any fee for the recovery of unused funds on a Laundry Card.

**3. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF COSTS AND EXPENSES; SERVICE AWARDS.**

**3.1** Class Counsel may receive, subject to Court approval, attorneys’ fees, costs, and expenses not to exceed one-third of the Settlement Sum, *i.e.*, \$787,500. Class Counsel will petition the Court for an award of such attorneys’ fees, costs, and expenses.

**3.2** The Fee Award will be payable by Defendant within ten (10) business days after entry of the Court’s Settlement Approval Order and Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as Exhibit D, and providing all payment routing information and tax I.D. numbers for Bursor & Fisher, P.A. Payment of the Fee Award will be made by wire transfer to Bursor & Fisher, P.A., for distribution to and among counsel for Plaintiffs and the Settlement Class, in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Settlement Approval Order and Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return funds to the Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare

bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

**3.3** Subject to Court approval, the Plaintiffs may be paid Service Awards by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class, in the amount of five thousand dollars (\$5,000.00) each. Such awards will be paid by Defendant (in the form of checks to the Class Representatives that are sent care of Class Counsel) within twenty-one (21) business days after the Final Settlement Approval Date.

**3.4** The Fee Award and the Service Awards shall be in addition to the other benefits provided to the Settlement Class under this Agreement and shall not derogate in any way from payments owed to Settlement Class Members.

#### **4. NOTICE TO THE CLASS AND ADMINISTRATION OF SETTLEMENT.**

**4.1 Class Notice.** The Class Notice will conform to all applicable requirements of the Civil Practice Law and Rules (“CPLR”), the United States and New York Constitutions (including the Due Process Clauses), and any other applicable law, and will otherwise be in the manner and form approved by the Court.

**4.2 Notice Terms.** The Class Notice shall consist of the following:

**(a) Settlement Class List.** No later than twenty-eight (28) days after the execution of this Agreement, Defendant shall produce an electronic list from its records that includes the names and last known U.S. Mail addresses of all Persons within the Settlement Class for whom Defendant has last known U.S. Mail addresses, specifically certain Persons within the Settlement Class to whom Defendant mailed refund checks. This electronic document

shall be called the “Class List,” and shall be provided to the Settlement Administrator with a copy to Class Counsel;

(b) *Direct Notice via U.S. Mail.* No later than twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator will send notice substantially in the form attached as Exhibit B to all Settlement Class Members on the Class List.

(c) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice will be provided on a website at an available settlement URL (such as, for example, [www.LaundryCardSettlement.com](http://www.LaundryCardSettlement.com)) which will be obtained, administered, and maintained by the Settlement Administrator and will include the ability to file Claim Forms online, provided that such Claim Forms, if signed electronically, will be binding for purposes of applicable law and contain a statement to that effect. The Notice provided on the Settlement Website will be substantially in the form of Exhibit C hereto.

(d) *Digital Publication Notice.* Within thirty-five (35) days from the entry of the Preliminary Approval Order, Notice will be provided by digital publication on social media, which will link to the Settlement Website. The final digital notice advertisements, and the overall digital publication notice program to be used, shall be subject to the final approval of Defendant, which approval shall not be unreasonably withheld.

**4.3 Responsibilities of Settlement Administrator.** The Parties will retain one or more Settlement Administrators (including subcontractors) to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator(s) will be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in the Media Plan, for distribution of Class Notice (in the form approved by the Court) and Claim Forms (in a form approved by the Court) to Settlement Class Members, (b) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee, (c)



receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (d) establishing the Settlement Website that posts notices, Claim Forms, and other related documents by the Notice Date, (e) receiving and processing claims and distributing payments to Settlement Class Members, and (f) otherwise assisting with implementation and administration of the Settlement Agreement terms.

**4.6 Performance Standards of Settlement Administrator.** The contract with the Settlement Administrator will obligate the Settlement Administrator to abide by the following performance standards:

(a) The Settlement Administrator will accurately and neutrally describe, and will train and instruct its employees and agents to accurately and objectively describe, the provisions of this Agreement in communications with Settlement Class Members;

(b) The Settlement Administrator will provide prompt, accurate, and objective responses to inquiries from Class Counsel and Defendant's Counsel and will periodically report on claims, objectors, etc.

(c) The Settlement Administrator will seek clarification, instruction, or authorization for performance of its duties and expenditure or disposition of cash from Class Counsel and Defendant's Counsel.

## **5. CLASS SETTLEMENT PROCEDURES.**

**5.1 Exclusions and Objections.** The Class Notice will advise all Settlement Class Members of their rights to be excluded from the Settlement or to object to the Settlement.

(a) Any person who falls within the definition of the Settlement Class but wishes to be excluded from the Settlement may do so by timely mailing a valid opt-out notice, as described in the Class Notice. Any person who is excluded from the Settlement will not be bound by this Settlement Agreement, will not be eligible to make a claim for any benefit under

the terms of this Settlement Agreement, and will not be permitted to object to the Settlement or to intervene in the Action. At least seven (7) calendar days before the Final Approval Hearing, Class Counsel will prepare or cause the Settlement Administrator to prepare a list of the persons who have excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and Class Counsel will file that list with the Court.

(b) Any person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection on Defense Counsel and Class Counsel by the date specified in the Notice. The objection must contain a caption or title that identifies it as “Objection to Class Settlement in *McCall v. Hercules Corp.*,” contact and address information for the objecting Settlement Class Member, documents sufficient to establish the person’s standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which the person resided and proof of residence in that building, the facts supporting the objection, the legal grounds on which the objection is based, including all citations to legal authority and evidence supporting the objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”), and the objector’s signature. If an objecting person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than the Objection/Exclusion Deadline.

(c) If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

**5.2 Stay of the Action.** The Parties will request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action.

**5.3 Effect If Settlement Not Approved.** This Settlement Agreement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. If the Court fails to enter the order granting Preliminary Approval or fails to grant final approval, or if the Final Settlement Approval Date does not occur, Class Counsel and Defendant's Counsel will endeavor, consistent with the Settlement Agreement, to cure any defect identified by the Court; provided, however, that Defendant will not be obligated to accept such cure if it increases the cost or burden of the Settlement Agreement to Defendant or any of the other Released Parties. In the event that the Settlement Agreement is terminated for any reason, final approval does not occur for any reason, or the Final Settlement Approval Date does not occur, then no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions will have any effect, nor will any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, and the Parties will be restored to their respective positions immediately preceding execution of this Settlement Agreement. If the Settlement Approval Order and Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, then within thirty (30) days, Class Counsel will return to Defendant all attorneys' fees, costs, and other payments received by Class Counsel under the Settlement Agreement, as set forth in Paragraph 3.2 above. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to the Settlement Agreement and the Parties' settlement discussions will be treated as strictly confidential and may not be disclosed to any person other than the Parties' counsel, and only for

purposes of the Action. Defendant's rights and defenses with respect to class certification and Plaintiffs' claims expressly are reserved and preserved.

**5.4 Execution.** The Settlement Agreement will have no effect unless and until this Settlement Agreement is fully executed by all Parties.

## **6. RELEASES.**

**6.1 Release by Settlement Class Members.** Effective as of the Final Settlement Approval Date, each and all of the Settlement Class Members will release and forever discharge and will be forever barred from asserting, instituting, or maintaining against any or all of the Released Parties, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, and claims for damages, costs, attorney fees or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual allegations made in the complaint in this Action, including all claims that were brought or could have been brought in the Action.

**6.2 Effectuation of Settlement.** None of the above releases include releases of claims to enforce the terms of the Settlement Agreement or affect the rights granted by the Settlement Agreement.

**6.3 No Admission of Liability.** This Settlement Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Settlement Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the part of any party. Defendant denies the material allegations of the complaint filed in this Action. Neither this Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, will be used as an admission of any fault or omission by any or all of the Released

Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing or liability by any or all of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Settlement Agreement.

**7. PRELIMINARY APPROVAL ORDER AND SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel will submit this Agreement together with its Exhibit(s) to the Court and will move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order will set a Final Approval Hearing date and approve the Media Plan. The Preliminary Approval Order will also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

**7.2** At the time of the submission of this Agreement to the Court as described above, Class Counsel will request that, after notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**7.3** After notice is given, and at or before the Final Approval Hearing, the Class Representatives will request and seek to obtain from the Court a Settlement Approval Order and Final Judgment, which will (among other things):

**(a)** approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct

the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(b) find that the Media Plan implemented pursuant to the Agreement (1) constituted the best practicable notice under the circumstances; (2) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the CPLR, the Due Process Clauses of the United States and New York Constitutions, and the rules of the Court;

(c) find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

(d) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(e) incorporate the Release set forth above, make the Release effective as of the Final Settlement Approval Date, and forever discharge the Released Parties as set forth herein;

(f) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(g) without affecting the finality of the Settlement Approval Order and Final

Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Settlement Approval Order and Final Judgment, and for any other necessary purpose; and

(h) incorporate any other provisions as the Court deems necessary and just.

## **8. MISCELLANEOUS PROVISIONS.**

**8.1 Change of Time Periods.** The time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

**8.2 Time for Compliance.** If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

**8.3 Governing Law.** This Settlement Agreement will be governed by the laws of the State of New York.

**8.4 Entire Agreement.** The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Settlement Agreement, 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 Settlement 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 agency or judicial proceeding, if any, involving this

Settlement Agreement. Any modification of the Settlement Agreement must be in writing signed by Class Counsel and Defendant's Counsel.

**8.5 Advice of Counsel.** The determination of the terms and the drafting of this Settlement Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel.

**8.6 Binding Agreement.** This Settlement Agreement will be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and other Released Parties.

**8.7 No Waiver.** The waiver by any party of any provision or breach of this Settlement Agreement will not be deemed a waiver of any other provision or breach of this Settlement Agreement.

**8.8 Execution in Counterparts.** This Settlement Agreement will become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts will have the same force and effect as if all parties had signed the same instrument. The parties further agree that signatures provided by portable document format (PDF) or other electronic transmission will have the same force and effect as original signatures.

**8.9 Enforcement of this Settlement Agreement.** The Court will retain jurisdiction, and will have exclusive jurisdiction, to enforce, interpret, and implement this Settlement Agreement and the terms of any order entered pursuant to this Settlement Agreement.

**8.10 Notices.** All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by email and mail to the following addresses: Philip L. Fraietta, Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019, pfraietta@bursor.com; Alan B. Howard, Perkins Coie LLP, 1155 Avenue of the




Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 12/23, 2021

**RICHARD MCCALL**

By:   
Richard McCall (Dec 23, 2021 11:29 EST)  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**HERCULES CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_, 2021

**RICHARD MCCALL**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: 12/23 \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: <sup>*Abe Libman*</sup> \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**HERCULES CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_, 2021

**RICHARD MCCALL**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: December 27, 2021

**HERCULES CORP.**

By:  \_\_\_\_\_

Name: Craig A. Levine

Title: EVP, General Counsel & Secretary

**IT IS SO STIPULATED BY COUNSEL:**

Dated: December 23, 2021

**BURSOR & FISHER, PA**

By: 

Philip L. Fraietta  
pfraietta@bursor.com  
Julian C. Diamond  
jdiamond@bursor.com  
BURSOR & FISHER, PA  
888 Seventh Avenue  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_, 2021

**PERKINS COIE LLP**

By: \_\_\_\_\_

Alan B. Howard  
ahoward@perkinscoie.com  
Emily B. Cooper  
ecooper@perkinscoie.com  
PERKINS COIE LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036  
Tel: (212) 262-6900

**WEINBERG, GROSS & PERGAMENT LLP**

Marc J. Weingard  
mweingard@wgplaw.com  
WEINBERG, GROSS & PERGAMENT LLP  
400 Garden City Plaza, Suite 403  
Garden City, New York 11530  
Tel: (516) 877-2424

*Attorneys for Defendant Hercules Corp.*

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_, 2021

**BURSOR & FISHER, PA**

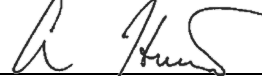
By: \_\_\_\_\_

Philip L. Fraietta  
pfraietta@bursor.com  
Julian C. Diamond  
jddiamond@bursor.com  
BURSOR & FISHER, PA  
888 Seventh Avenue  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: December 23, 2021

**PERKINS COIE LLP**

By:  \_\_\_\_\_

Alan B. Howard  
ahoward@perkinscoie.com  
Emily B. Cooper  
ecooper@perkinscoie.com  
PERKINS COIE LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036  
Tel: (212) 262-6900

**WEINBERG, GROSS & PERGAMENT LLP**

Marc J. Weingard  
mweingard@wgplaw.com  
WEINBERG, GROSS & PERGAMENT LLP  
400 Garden City Plaza, Suite 403  
Garden City, New York 11530  
Tel: (516) 877-2424

*Attorneys for Defendant Hercules Corp.*

**EXHIBIT A**

**McCall, et al. v. Hercules Corp.**

In the Supreme Court of the State of New York, Westchester County

Index No. 66810/2021

**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [\_\_\_\_], or submitted online at [website] on or before [\_\_\_\_].**

Please read the full notice of this settlement (available at [website]) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Visit [website] and submit your claim online.

**MAIL:** [ADDRESS]

---

**PART ONE: CLAIMANT INFORMATION**

---

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**CURRENT STREET ADDRESS**

**CURRENT CITY**

**CURRENT STATE**

**CURRENT ZIP CODE**

**EMAIL ADDRESS**

To qualify for a cash payment, you must have possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. You must also no longer possess the Hercules Laundry Card.

Please provide the address at which you possessed and used a Hercules Laundry Card.

**STREET ADDRESS AT WHICH YOU POSSESSED AND USED A HERCULES LAUNDRY CARD**

**CITY**

**STATE**

**ZIP CODE**

**APPROXIMATE TIME FRAME DURING WHICH YOU POSSESSED AND USED A HERCULES LAUNDRY CARD**

QUESTIONS? VISIT [website] OR CALL [NUMBER] TOLL-FREE

**OTHER INFORMATION**

Check here if you were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card:

Check here if you sent in your Hercules Laundry Card for a recovery of unused funds, but had your card returned because it had less than a \$5 balance:

Check here if you were not charged a processing and handling fee in connection with recovering unused funds on a Hercules Laundry Card and if you did not send in your Hercules Laundry Card for a recovery of unused funds:

**POTENTIAL CASH PAYMENT\***: You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. You may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card for a recovery of unused funds, but had your card returned because it had less than a \$5 balance.

The cash will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Check

Venmo  Venmo Username: \_\_\_\_\_

PayPal  PayPal Email: \_\_\_\_\_

**\* The cash payments set out herein represent the maximum that you can receive under the settlement. The actual cash paid may be reduced depending on the aggregate total of claims submitted by all class members.**

---

**PART THREE: ATTESTATION UNDER PENALTY OF PERJURY**

---

I declare under penalty of perjury under the laws of the United States of America that: (i) I possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021; (ii) I no longer possess the Hercules Laundry Card; and (iii) all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

**Please keep a copy of your Claim Form for your records.**

QUESTIONS? VISIT [\[website\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE



**EXHIBIT B**

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS  
INDICATE YOU  
POSSESSED AND USED  
A HERCULES  
LAUNDRY CARD AND  
MAY BE ENTITLED TO  
A PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.

Hercules Laundry Card Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

## HERCULES LAUNDRY CARD SETTLEMENT

This notice is to inform you of the settlement of a class action lawsuit with Hercules Corp. (“Hercules”), the Defendant in this case. Plaintiffs Richard McCall and Abraham Libman allege that Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies these allegations.

**Am I a Settlement Class Member?** Our records indicate you may be a Class Member. Class Members are persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

**What Can I Get?** You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance. These cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed. A Settlement Sum of up to \$2,362,500.00 will be established to pay all valid claims submitted by the Settlement Class. Notice and administration expenses, approved attorneys’ fees and costs to Class Counsel, and Service Awards to the Class Representatives will be paid by Defendant separately from the Settlement Sum and will not derogate from the Settlement Sum.

**How Do I Get a Payment?** You **must** complete and submit a Claim Form to receive a payment from the Settlement Sum. You may submit a Claim Form either electronically on the Settlement Website by visiting [\[insert hyperlink\]](#), or by printing and mailing in a paper Claim Form, copies of which are available for download at [\[insert hyperlink\]](#). Claim Forms must be submitted online by 11:59 p.m. EST on [\[date\]](#) or postmarked and mailed by [\[date\]](#).

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [\[objection/exclusion deadline\]](#). If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or to object to the proposed settlement. Your written objection must be filed no later than [\[objection/exclusion deadline\]](#). Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [\[www.LaundryCardSettlement.com\]](#). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged conduct in this case against the Defendant will be released.

**Who Represents Me?** The Court has appointed Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [\[time\]](#) .m. on [\[date\]](#) at the Supreme Court of the State of New York, County of Westchester, Courtroom [\[X\]](#), 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendant has agreed that Class Counsel may be paid reasonable attorneys’ fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Sum, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to [www.LaundryCardSettlement.com](#), contact the settlement administrator at 1- - - or Hercules Settlement Administrator, [\[address\]](#), or call Class Counsel at 646-837-7150.

\_\_\_\_\_

Hercules Laundry Card Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

**XXX**

**EXHIBIT C**

**SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER**

*McCall, et al v. Hercules Corp.*, Index No. 66810/2021

IF YOU POSSESSED AND USED A HERCULES LAUNDRY CARD AFTER JANUARY 1, 2017 AND STOPPED USING YOUR HERCULES LAUNDRY CARD PRIOR TO JULY 13, 2021, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit with Hercules Corp. (“Hercules”), the Defendant in this case. Plaintiffs Richard McCall and Abraham Libman allege that Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies these allegations.
- You are included if you possessed and used a Hercules Laundry Card after January 1, 2017, and stopped using your Hercules Laundry Card prior to July 13, 2021, and no longer possess your Hercules Laundry Card.
- Those included in the settlement will be eligible to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILE A CLAIM BY [CLAIMS DEADLINE]</b>	The <b>only</b> way to receive a cash payment. By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>EXCLUDE YOURSELF BY [EXCLUSION DEADLINE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [OBJECTION DEADLINE]</b>	Write to the Court explaining why you don’t like the settlement.
<b>GO TO THE FINAL APPROVAL HEARING ON [DATE]</b>	Ask to speak in Court about your opinion of the settlement.

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

**DO NOTHING**

You **will not** get a share of the settlement benefits and will give up your rights to sue Defendant about the issues in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The Honorable [NAME] of the Supreme Court of the State of New York, County of Westchester, is overseeing this case. The case is called *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021. The people who sued are called the Plaintiffs. The Defendant is Hercules Corp.

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Richard McCall and Abraham Libman) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

### 3. What is this lawsuit about?

This lawsuit claims Plaintiffs Richard McCall and Abraham Libman (collectively, the “Class Representatives”) allege that Defendant allegedly misrepresented the value of its Laundry Cards by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned because they had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

**Monetary Relief:** If approved, a Settlement Sum will be created totaling up to \$2,362,500.00. Settlement Class Member cash payments will come out of this Sum (*see* Question 12). The cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and awards to the Class Representatives will be paid by Defendant separately from the Settlement Sum and will not derogate from the Settlement Sum (*see* Question 12).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#). [insert hyperlink].

**Prospective Relief:** In addition to the monetary relief described above, Defendant has agreed not to reinstate any fee for the recovery of unused funds on a Laundry Card.

### 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]



cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance. These cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed.

#### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for **[Final Approval Hearing Date]**. If the Court approves the settlement, eligible Class Members will receive their payment 30 days after the settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check (unless Venmo or PayPal is selected), and all checks will expire and become void 180 days after they are issued.

### **HOW TO GET BENEFITS**

#### **9. How do I get a payment?**

You **must** complete and submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website by clicking **here [insert hyperlink]**, or by printing and mailing in a paper Claim Form, copies of which are available for download **here [insert hyperlink]**. Claim Forms must be submitted online by 11:59 p.m. EST on **[date]** or postmarked and mailed by **[date]**.

### **REMAINING IN THE SETTLEMENT**

#### **10. What am I giving up if I stay in the Class?**

If the settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section **1.24** of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

**QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]**

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel may be paid reasonable attorneys’ fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Sum, but the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$5,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on [objection/exclusion deadline]. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here [insert hyperlink]) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 settlement. Your letter or request for exclusion must also include your name, your address, a statement indicating the building in which the person resided and proof of residence in that building, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than [objection/exclusion deadline], to the following address:

Hercules Laundry Card Settlement  
0000 Street  
City, ST 00000

### 14. If I don’t exclude myself, can I sue the Defendant for the same thing later?

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

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

No. If you exclude yourself, you will not receive a payment from the Settlement.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the settlement?**

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your contact and address information, documents sufficient to establish your standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which you resided when using the Hercules Laundry Card and proof of residence in that building, the facts supporting your objection, the legal grounds on which your objection is based, including all citations to legal authority and evidence supporting your objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
The Honorable [NAME]	Philip L. Fraietta	Alan B. Howard

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

Supreme Court of the State of New York, County of Westchester 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601	Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019	Perkins Coie LLP 1155 Avenue of the Americas, 22 <sup>nd</sup> Floor, New York, NY 10036
---	--	---

**17. What's the difference between objecting and excluding myself from the settlement?**

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

**THE COURT'S FINAL APPROVAL HEARING**

**18. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at **[time]** .m. on **[date]** at the Supreme Court of the State of New York, County of Westchester, Courtroom **[X]**, 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at **[URL]** or calling **(800) 000-0000**. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

**20. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *McCall, et al. v. Hercules Corp.*, **QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]**

Index No. 66810/2021.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 16.

## GETTING MORE INFORMATION

### **21. Where do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **[URL]**. You may also write with questions to **Hercules Laundry Card Settlement, P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **(800) 000-0000** or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

**QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]**

**EXHIBIT D**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

RICHARD MCCALL and ABRAHAM LIBMAN,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

HERCULES CORP.,

Defendant.

Index No. 66810/2021

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS,  
AND EXPENSES**

Plaintiffs Richard McCall and Abraham Libman and Defendant Hercules Corp. (“Hercules”) (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher P.A. (the “Firm”) desires to give an undertaking (the “Undertaking”) for repayment of its share of the award of attorneys’ fees, costs, and expenses approved by the Court, and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement dated December 27, 2021, by and among (i) Plaintiffs, Richard McCall

and Abraham Libman (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Hercules Corp. (“Defendant” or “Hercules”) (“Settlement Agreement”).

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Supreme Court of the State of New York, County of Westchester for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firm shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant’s Counsel, the full amount of the attorneys’ fees and costs paid to the Firm from Defendant, including any accrued interest.

In the event the Final Settlement Order and Judgment are upheld, but the attorneys’ fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to Defendant, the attorneys’ fees and costs paid to the Firm from Defendant in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys’ fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Hercules, and notice



to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: Dec 27, 2021, 2021

BURSOR & FISHER, P.A.

  
Scott Bursor (Dec 27, 2021 09:55 MST)

By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.  
Attorneys for Plaintiffs Richard McCall and Abraham  
Libman and Class Counsel

DATED: \_\_\_\_\_, 2021

PERKINS COIE LLP

\_\_\_\_\_  
By: Alan B. Howard  
Attorneys for Hercules Corp.

to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_, 2021

BURSOR & FISHER, P.A.

\_\_\_\_\_  
By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.  
Attorneys for Plaintiffs Richard McCall and Abraham  
Libman and Class Counsel

DATED: December 23, 2021

PERKINS COIE LLP



\_\_\_\_\_  
By: Alan B. Howard  
Attorneys for Hercules Corp.