

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:	)	Chapter 11
	)	
MOVIE GALLERY, INC., <u>et al.</u> ,	)	Case No. 10-30696 (DOT)
	)	
Liquidating Debtors.	)	
	)	

**STIPULATION AND AGREED ORDER**

This Stipulation and Agreed Order (the “Stipulation”) is entered into between the First Lien Term Lenders Liquidating Trustee (the “Trustee”), on behalf of the First Lien Term Lenders Liquidating Trust (the “Trust”) (each as defined in the Joint Plan of Liquidation of Movie Gallery, Inc. and Its Affiliated Debtors and Debtors in Possession (the “Plan”) approved by the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) in the above-captioned cases on October 28, 2010) and the Attorneys Generals<sup>1</sup> of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (the “Attorneys General”, and together with the Trustee, the “Parties”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

---

<sup>1</sup> The term “Attorneys General” shall be used to designate not only the signatory Attorneys General of the states but also the authorized representative within any jurisdiction signatory hereto that specifies an office other than that of the Attorney General to enter into agreements concerning matters relating to consumer protection.

**WHEREAS:**

1. Pursuant to the Plan, the Trustee is charged, among other things, with liquidating and collecting the Other Assets of the Estates. The Other Assets, as reflected on the Debtors' books and records, include accounts receivable from former customers of the Debtors related to alleged late fees and other alleged charges (collectively, the "Customer Accounts").

2. The Trustee, in the course of implementing the Plan, engaged Credit Control Services, Inc., ("CCS"), a Delaware corporation with headquarters located in Newton, Massachusetts, to handle the collection of the Customer Accounts.

3. CCS contracted with National Credit Solutions, LLC ("NCS") of Oklahoma City, Oklahoma to collect some of the Customer Accounts.

4. The Customer Accounts that the Trust referred for collection to CCS involve residents of all 50 states and the District of Columbia, and total approximately 3.3 million accounts with an aggregate of more than \$244,000,000.00 in face amount.

5. The Attorneys General have raised a number of objections and concerns about the collection activities of CCS and/or NCS involving the Customer Accounts, and have also expressed concerns as to certain other issues related to the Customer Accounts. These objections and concerns include, but are not necessarily limited to:

- a. Alleged lack of notice to consumers of the amounts allegedly owed;
- b. Negative credit reporting regarding amounts allegedly owed;
- c. Demands for collection fees in addition to the principal amounts allegedly owed by former customers of the Debtors;
- d. Principal amounts which the Attorneys General assert to constitute "double charges" whereby a consumer is held responsible for both late fees and

product charges<sup>2</sup> for items purportedly rented;

- e. Issues relating to the validity and/or enforceability of some or all of the Customer Accounts alleged to be due and owing, including, for example, issues relating to waiver, estoppel, and alleged lack of supporting documentation or other evidence to substantiate the alleged debts;
- f. Consumer complaints directly challenging underlying amounts alleged to be due and owing; and
- g. Issues relating to the collection tactics used by CCS and/or NCS with respect to their efforts to collect the Customer Accounts.

6. The Trustee contends that all actions taken by the Trust to date in connection with efforts to collect the Customer Accounts have been appropriate, and consistent with the Plan, the Debtors' customer agreements and applicable law.

7. NCS has advised the Trust that: (i) it furnished negative credit reporting information regarding the Customer Accounts to TransUnion and Experian but not to any other credit reporting agencies; (ii) by no later than January 29, 2011, NCS had requested that TransUnion and Experian reverse any negative credit reporting previously initiated by NCS with respect to any of the Customer Accounts, and (iii) NCS has already furnished to TransUnion and Experian all necessary information regarding the Customer Accounts to enable TransUnion and Experian to reverse all such negative credit reports.

8. NCS has also advised the Trust that, to the extent any collection fees were paid by customers as part of NCS's efforts to collect the Customer Accounts, the full amounts of such collection fees were paid to and retained by NCS, and no portion of such collection fees were paid

---

<sup>2</sup> A "Product Charge" is defined as a charge imposed by Hollywood Video or Movie Gallery for the value or cost of a rental item.

to or retained by the Trust.

9. The Trustee, with the approval and consent of the Trust's Oversight Committee, wishes to resolve the objections and concerns raised by the Attorneys General, in order that the Trust may proceed with efforts to collect valid Customer Accounts in a commercially reasonable and lawful manner. Subject only to the Court's approval of this Stipulation and Agreed Order, the Attorneys General have agreed that the Trustee may pursue the continued collection of valid Customer Accounts on the terms set forth below.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:**

A. **Rescission of All Previously Submitted Credit Reports.** The Trustee agrees to take such further steps, if any, as may be reasonably necessary and within the Trustee's power to assure that all negative credit reports submitted to any credit agency or bureau relating to the Customer Accounts are rescinded.

B. **No Future Credit Reporting and Future Collection Practices.** The Trustee agrees that no further reports will be submitted by the Trust, or by any collection agency or other agent acting on behalf of the Trust, to any credit reporting agency or bureau relating to the Customer Accounts at any time. The Trustee further agrees to take such steps as are reasonably necessary with CCS, NCS, and/or any other third party collection firm retained by the Trust to collect the Customer Accounts to assure that this provision is effectively implemented and adhered to. The Trustee shall also take all reasonably necessary actions to assure that any agent acting to pursue collection of any of the Customer Accounts expressly agrees that it shall comply with the provisions of the Fair Debt Collection Practices Act, applicable state laws, and with the venue provisions of 28 U.S.C. 1409(b) for any related litigation. Any collection agency utilized by the Trust to collect Customer Accounts shall also expressly agree that its employees and/or agents will

not state, suggest, imply or otherwise represent to any customer that their failure or refusal to pay the Customer Account could result in adverse credit reporting by the Trust or by the collection agency.

C. **No Future Collection of Fees or Interest.** The Trustee agrees that, in connection with any further efforts to collect the Customer Accounts, there shall be no collection fees or interest charges imposed on or added to the principal amounts owed by consumers on any of the Customer Accounts. The Trustee further agrees to take such steps as are reasonably necessary with CCS, NCS and/or any other third party collection firm retained by the Trust to collect the Customer Accounts to assure that this provision is effectively implemented and adhered to.

D. **Collection Fees Paid Prior to the Effective Date of this Stipulation.** The Trustee agrees to reasonably assist the Attorneys General in any effort to recover any collection fees that were improperly recovered by CCS or NCS prior to the effective date of this Stipulation, provided however, that such assistance shall not require the Trustee or the Trust to commence, prosecute or pursue any judicial or administrative action or similar proceeding. Reasonable assistance shall include, but not be limited to, obtaining information requested by the Attorneys General from Hollywood Video and Movie Gallery that relates to the Customer Accounts, or obtaining other information within the possession, custody or control of the Trustee which the Attorneys General deem reasonably necessary to pursue NCS or CCS with regard to their collection activities concerning the Customer Accounts

E. **Disputed Late Fees or Product Charges.** With respect to any individual consumer who has complained or does complain to the offices or agencies of any state, the Better Business Bureau, the Trustee or the Trustee's agents, specifically contending that no late fees or

Product Charges were due, and so long as such complaint has first been provided to the Trustee, the Trust agrees that it will undertake no further collection efforts with respect to that Customer Account without first completing a review of the Debtor's business records and concluding, based on such investigation, that there is a reasonable basis to conclude that such late fees and/or Product Charges are in fact due and owing in accordance with the contractual terms applicable to the customer. Upon the request of the Attorney General or other appropriate office or agency with jurisdiction over any such customer's complaint, the Trust will share the results of its aforementioned investigation with such office or agency, subject to such confidentiality restrictions as may be required by law, prior to authorizing CCS, NCS and/or any other third party collection firm retained by the Trust to resume collecting the Customer Account.

F. **No Recovery of Both Late Fee and Product Charges.** The Trustee agrees that for those Customer Accounts which include both a late fee and a Product Charge (for the same item), collection will be pursued only for the lesser of the two charges for any given rental item.

G. **No Recovery of Stand-Alone Product Charges.** The Trustee agrees not to pursue the collection of any Product Charges related to a specific transaction if the Product Charge is the only fee reflected on the Customer Account for that transaction.

H. **In the Event of the Sale of Customer Accounts.** To the extent that the Trustee transfers title to and ownership of any Customer Account to any third party, it agrees to do so pursuant to the following limitations:

- i. Any such proposed sale or transfer shall include, as an attachment to the contract, a copy of this Stipulation and a term within the contract stating that the purchaser agrees that it is subject to the terms of this Stipulation as if it were the Trustee, including, but not limited to, any limitations regarding the use of third-party collection agencies and refraining from referring any Customer Account to any credit reporting agency or credit bureau.

- ii. In addition to any notice or procedures required by the Court, the Trustee agrees to provide written notice to the Attorneys General of such pending sale at least 30 days prior to the completion of such sale. The notice should include:
  - a. the name and business contact information of the company to whom the debt is to be sold;
  - b. the contact information for the person with whom the sale is being negotiated; and
  - c. a copy of the proposed sale contract containing all terms of the agreement.

I. In consideration of the Trustee's agreement to, and subject to the Trustee's ongoing compliance with, the provisions of this Stipulation, the Attorneys General agree (i) not to interpose any generalized objections to the validity or legitimacy of the Customer Accounts, (ii) to take no actions to prevent, interfere with or delay the Trustee's collection of the Customer Accounts provided that such collection efforts are consistent with applicable state and federal law and with the terms set forth herein (subject to the rights of the Attorneys General to act on behalf of individual customer complaints as expressly provided for in the following sentence), and (iii) to assert no claims, actions or damages, and to seek no relief, whether legal or equitable, against the Trustees, the Trust, the beneficiaries of the Trust, the affiliates of any of the foregoing (which, for the avoidance of doubt, shall not include either CCS or NCS) or any of their respective professionals arising from the objections and concerns stated in above paragraph 5 of this Stipulation. Notwithstanding the foregoing, or any of the language included in Paragraph E, the Attorneys General reserve the right to take any and all appropriate actions reasonably necessary to assist any individual resident of their respective states in efforts to resolve concerns or disputes regarding a particular Customer Account, and the Trustee reserves all claims, rights and defenses of the Trust and of the Debtors with respect to any such Customer Account.

J. In consideration of the Attorneys' General agreement to the provisions of

this Stipulation, the Trustee, acting for and on behalf of the Trust and its beneficiaries, their agents, assigns, affiliates, successors and respective professionals, agrees to assert no claims, actions or damages, and to seek no relief, whether legal or equitable, against any of the Attorneys General for acts related to or arising out of the Attorneys' General investigation and/or the resolution of that investigation of the objections and concerns stated in above paragraph 5 of this Stipulation.

K. The Court shall retain exclusive jurisdiction over any disputes or claims arising from or related in any way to the Stipulation. Any motion or application brought before the Court to resolve a dispute arising from or related to this Stipulation and Agreed Order shall be brought on proper notice upon the undersigned parties in accordance with the relevant Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia. Notwithstanding the foregoing, this Stipulation shall not vest jurisdiction in the Court over claims by a private party or public official, based on state or federal law, against any third party collection firm that is involved in attempting to collect the Customer Accounts.

L. Nothing in this Stipulation shall be construed to create, waive, or limit any right of action by any of the Parties against any third party collection agency. This Stipulation does not constitute a release or waiver of claims against any third party, including but not limited to CCS and/or NCS.

M. Nothing in this Stipulation shall be construed to create, waive, or limit any private right of action or any other action by any party other than the Attorneys General.

N. The Trustee's agreement to comply with the provisions of this Stipulation shall be limited to Customer Accounts of customers resident within the jurisdictions of the respective Attorneys General, and the Trustee's pursuit of the collection of Customer Accounts of



customers resident outside of the jurisdictions of the respective Attorneys General shall be unaffected by this Stipulation.

O. Nothing in this Stipulation shall be construed as relieving the Trustee of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Stipulation be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

P. Once approved by the Court, this Stipulation shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

Q. The Parties' resolution, as set forth in this Stipulation, is acknowledged to be consensual.

R. The undersigned Parties hereby represent and warrant that: (i) they have full authority to execute this Stipulation and Agreed Order; (ii) they have full knowledge of, and have consented to, this Stipulation and Agreed Order; and (iii) they are fully authorized to bind themselves to all of the terms and conditions of this Stipulation and Agreed Order.

S. Each Party shall bear its own attorneys' fees and costs in connection with the matters resolved hereby.

T. This Stipulation shall not be modified, altered, amended or vacated without the written agreement of the Parties.

U. Beginning on the effective date of this Stipulation and Agreed Order, information regarding consumer complaints submitted to the Attorneys General and that relate to or arise out of the objections and concerns stated in above paragraph 5 of this Stipulation, including without reservation acts undertaken by any successor to the Trustee or unnamed collection agents, will be directed to the following designee at the addresses provided:

Hollywood Video/Movie Gallery Customer Service  
c/o Mr. Ryan Storfa  
7405 Southwest Tech Center Drive, Suite 130  
Tigard, Oregon 97223  
Email: customerrequests@hlyw.com

V. This Stipulation and Agreed Order may be signed in counterparts, and when taken together, shall constitute a single document.

W. This Stipulation and Agreed Order shall be effective immediately upon its entry by the Court, and no stay shall apply.

**STATE OF ALABAMA**

Luther Strange, Attorney General

By: /s/ Noel S. Barnes  
Noel S. Barnes (BAR155)  
Assistant Attorney General  
State of Alabama  
Office of the Attorney General  
501 Washington Avenue  
Post Office Box 300152  
Montgomery, Alabama 36130  
Telephone: (334) 353-9196  
Email: nbarnes@ago.state.al.us

**STATE OF ALASKA**

John J. Burns, Attorney General

By: /s/ Davyn D. Williams  
Davyn D. Williams  
Alaska Bar No. 0711093  
Assistant Attorney General  
Alaska Office of the Attorney General  
1031 W. 4th Ave., Suite 200  
Anchorage, AK 99501  
Telephone: (907) 269-5200  
Email: Davyn.williams@alaska.gov

**STATE OF ARIZONA**

Thomas C. Horne, Attorney General

By: /s/ Rebecca C. Salisbury  
Rebecca C. Salisbury  
Assistant Attorney General

Office of the Arizona Attorney General  
1275 W. Washington Street  
Phoenix, Arizona 85007  
Telephone: (602) 542-7757  
Email: Rebecca.Salisbury@azag.gov

**STATE OF ARKANSAS**

Dustin McDaniel, Attorney General

By: /s/ Sarah R. Tacker  
Sarah R. Tacker,  
Arkansas Bar No. 2002189  
Senior Assistant Attorney General  
Office of the Arkansas Attorney General  
323 Center Street, Suite 500  
Little Rock, AR 72201  
Telephone: (501) 682-1321  
Email: sarah.tacker@arkansasag.gov

**STATE OF CALIFORNIA**

Kamala D. Harris, Attorney General

By: /s/ Kamala D. Harris  
Kamala D. Harris  
California Bar No. 146672  
Attorney General  
Office of the California Attorney General  
1300 I Street, Sacramento, CA 95814  
Telephone: (916) 324-5437  
Email: attorneygeneral@doj.ca.gov

**STATE OF COLORADO**

John Suthers, Attorney General

By: /s/ Jay B. Simonson  
Jay B. Simonson  
Colorado Bar No. 24077  
First Assistant Attorney General  
Office of the Colorado Attorney  
General  
1525 Sherman St., Denver CO 80203  
Telephone: (303) 866-5162  
Email: [jay.simonson@state.co.us](mailto:jay.simonson@state.co.us)

**STATE OF CONNECTICUT**

George Jepsen, Attorney General

By: /s/ Brendan T. Flynn  
Brendan T. Flynn (ct04545)  
Assistant Attorney General  
Office of the Attorney General  
110 Sherman Street  
Hartford, Connecticut 06105  
Phone: 860-808-5400  
Email: [Brendan.Flynn@ct.gov](mailto:Brendan.Flynn@ct.gov)

**STATE OF DELAWARE**

Joseph R. Biden, III, Attorney General

By: /s/ Jeremy D. Eicher  
Jeremy D. Eicher  
Delaware Bar No. 5093  
Deputy Attorney General  
Delaware Department of Justice  
820 N. French Street  
Wilmington, Delaware 19801

**DISTRICT OF COLUMBIA**

Irvin B. Nathan, Acting Attorney General

By: /s/ Bennett Rushkoff  
Bennett Rushkoff  
Chief, Public Advocacy Section

By: /s/ Grant G. Moy, Jr.  
Grant G. Moy, Jr.  
Assistant Attorney General  
441 4th Street, NW, Suite 650N  
Washington, DC 20001  
Telephone: (202) 727-6337  
Email: [grant.moy@dc.gov](mailto:grant.moy@dc.gov)

Attorneys for the District of Columbia

**STATE OF FLORIDA**

Pamela Jo Bondi, Attorney General

By: /s/ Andrew Bennett Spark  
Andrew Bennett Spark  
Florida Bar No. 0899811  
Assistant Attorney General  
Florida Attorney General's Office  
3507 E. Frontage Rd., Ste. 325  
Tampa, FL 33607  
Telephone: (813) 287-7950  
Email: [Andrew.Spark@myfloridalegal.com](mailto:Andrew.Spark@myfloridalegal.com)

**STATE OF GEORGIA**

John D. Sours, Administrator,  
Fair Business Practices Act

By: /s/ John D. Sours  
John D. Sours  
Administrator, Governor's Office  
of Consumer Protection  
Georgia Bar No. 667350.  
2 Martin Luther King, Jr. Drive  
East Tower, Suite 356

Atlanta, Georgia 30334  
Telephone: (404) 656-3790

Email: [jfeltman@atg.state.il.us](mailto:jfeltman@atg.state.il.us)

**STATE OF HAWAII**

Stephen H. Levins, Executive  
Director of the Office of Consumer  
Protection

By: /s/ Jeffrey E. Brunton  
Jeffrey E. Brunton, Staff Attorney  
Department of Commerce and  
Community Affairs  
Office of Consumer Protection  
235 South Beretania Street, Suite 801  
Honolulu, Hawaii 96813  
Telephone: (808) 536-2636  
Email: [ocp@dcca.hawaii.gov](mailto:ocp@dcca.hawaii.gov)

**STATE OF IDAHO**

Lawrence Wasden, Attorney General

By: /s/ Stephanie Guyon  
Stephanie Guyon  
Deputy Attorney General  
Consumer Protection Division  
Office of the Idaho Attorney General  
954 W. Jefferson St., 2nd Floor  
P.O. Box 83720  
Boise, Idaho 83720-0010  
Telephone: (208) 334-4135  
Email: [stephanie.guyon@ag.idaho.gov](mailto:stephanie.guyon@ag.idaho.gov)

**STATE OF ILLINOIS**

Lisa Madigan, Attorney General

By: /s/ Jeffrey M. Feltman  
Jeffrey M. Feltman  
Illinois Bar No. 106237048  
Assistant Attorney General  
Office of the Illinois Attorney General  
1001 E. Main St.  
Carbondale, IL 62975  
Telephone: (618) 529-6418

**STATE OF INDIANA**

Gregory F. Zoeller, Attorney General

By: /s/ Mark M. Snodgrass  
Mark M. Snodgrass  
Deputy Attorney General  
Atty. No. 29495-49  
Office of Attorney General  
302 W. Washington Street, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 234-6784  
Email: [Mark.Snodgrass@atg.in.gov](mailto:Mark.Snodgrass@atg.in.gov)

**STATE OF IOWA**

Thomas J. Miller, Attorney General

By: /s/ Jessica J. Whitney  
Jessica J. Whitney  
Assistant Attorney General  
Hoover Building, 2nd Floor  
1305 East Walnut  
Des Moines, IA 50319  
Telephone: (515) 281-6386  
Email: [Jessica.Whitney@iowa.gov](mailto:Jessica.Whitney@iowa.gov)

**STATE OF KANSAS**

Derek Schmidt, Attorney General

By: /s/ Derek Schmidt  
Derek Schmidt  
Kansas Bar No. 17781  
Office of Attorney General  
120 SW 10th Avenue, 2nd Floor  
Topeka, Kansas 66612-1597  
Telephone: (785) 296-2215  
Email: [Derek.Schmidt@ksag.org](mailto:Derek.Schmidt@ksag.org)

Email: [Linda.conti@maine.gov](mailto:Linda.conti@maine.gov)

**COMMONWEALTH OF KENTUCKY**

Jack Conway, Attorney General

By: /s/ Kevin R. Winstead  
Kevin R. Winstead  
Kentucky Bar No. 82250  
Assistant Attorney General  
Kentucky Attorney General's Office  
of Consumer Protection  
1024 Capital Center Drive, Suite 200  
Frankfort, KY 40601-8204  
Telephone: (502) 696-5389  
Email: [kevin.winstead@ag.ky.gov](mailto:kevin.winstead@ag.ky.gov)

**STATE OF LOUISIANA**

James D. "Buddy" Caldwell, Attorney  
General

By: /s/ James D. "Buddy" Caldwell  
James D. "Buddy" Caldwell  
Post Office Box 94005  
Baton Rouge, LA 70804

**STATE OF MAINE**

William J. Schneider, Attorney General

By: /s/ Linda Conti  
Linda Conti  
Assistant Attorney General  
ME Bar. No. 3638  
Office of the Attorney General  
State House Station 6  
Augusta, ME 04333  
Telephone: (207) 626-8591

**STATE OF MARYLAND**

Douglas F. Gansler, Attorney General

By: /s/ Catherine Dowling  
Catherine Dowling  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
200 Saint Paul Place  
Baltimore, Maryland 21202  
Telephone: (410) 576-6577

**STATE OF MASSACHUSETTS**

Martha Coakley, Attorney General

By: /s/ David W. Monahan  
David W. Monahan  
BBO # 551768  
Deputy Chief  
Consumer Protection Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108  
Telephone (617) 727-2200, x. 2954  
Email: [David.Monahan@state.ma.us](mailto:David.Monahan@state.ma.us)

**STATE OF MICHIGAN**

Bill Schuette, Attorney General

By: /s/ Kathy Fitzgerald  
Kathy Fitzgerald (P31454)  
Assistant Attorney General  
Consumer Protection Division  
P.O. Box 30213  
Lansing, MI 48909

**STATE OF MINNESOTA**

Lori Swanson, Attorney General

By: /s/ David Cullen  
David Cullen  
Assistant Attorney General  
Minnesota Atty. Reg. No. 0338898  
445 Minnesota St., #1200  
St. Paul, MN 55101-2130  
Telephone: (651) 757-1221  
Email: [david.cullen@state.mn.us](mailto:david.cullen@state.mn.us)

**STATE OF MISSISSIPPI**

Jim Hood, Attorney General

By: /s/ Meredith M. Aldridge  
Meredith M. Aldridge  
Mississippi Bar No. 100696  
Special Assistant Attorney General  
Office of the Mississippi Attorney  
General  
550 High Street, Suite 1200  
Jackson, MS 39201  
Telephone: (601) 359-4204  
Email: [maldr@ago.state.ms.us](mailto:maldr@ago.state.ms.us)

**STATE OF MISSOURI**

Chris Koster, Attorney General

By: /s/ Douglas M. Ommen  
Douglas M. Ommen  
Chief Counsel  
Consumer Protection Division  
PO Box 899  
Jefferson City, MO 65102  
Telephone: (573) 751-7007  
Email: [Doug.Ommen@ago.mo.gov](mailto:Doug.Ommen@ago.mo.gov)

**STATE OF MONTANA**

Steve Bullock, Attorney General

By: /s/ Jim Molloy  
Jim Molloy  
Chief of Consumer Protection  
Chuck Munson  
Assistant Attorney General  
Office of Consumer Protection  
215 N. Sanders  
Helena, MT 59601  
Telephone: (406) 444-2026  
Email: [jmolloy@mt.gov](mailto:jmolloy@mt.gov)

**STATE OF NEBRASKA**

Jon Bruning, Attorney General

By: /s/ Leslie C. Levy  
Leslie C. Levy  
Nebraska Bar No. 20673  
Assistant Attorney General  
Office of the Nebraska Attorney  
General  
2115 State Capitol Building  
Lincoln NE 68509  
Telephone: (402) 471-2811  
Email: [leslie.levy@nebraska.gov](mailto:leslie.levy@nebraska.gov)

**STATE OF NEVADA**

Catherine Cortez Masto, Attorney General

By: /s/ Jo Ann Gibbs  
Jo Ann Gibbs  
Senior Deputy Attorney General  
Nevada Bar No. 005324  
555 E. Washington Avenue, #3900  
Las Vegas, Nevada 89101  
Telephone: 702-486-3789  
Email: [jgibbs@ag.nv.gov](mailto:jgibbs@ag.nv.gov)

Email: [lotero@nmag.gov](mailto:lotero@nmag.gov)

**STATE OF NEW HAMPSHIRE**

Michael A. Delaney, Attorney General

By: /s/ Constance N. Stratton

Constance N. Stratton  
New Hampshire Bar No. 7939  
Senior Assistant Attorney General  
Office of the New Hampshire  
Attorney General  
33 Capitol St.  
Concord, NH 03301  
Telephone: (603) 271-3643  
Email: [connie.stratton@doj.nh.gov](mailto:connie.stratton@doj.nh.gov)

**STATE OF NEW JERSEY**

Paula T. Dow, Attorney General

By: /s/ Patricia Schiripo

Patricia Schiripo  
Deputy Attorney General  
Assistant Section Chief  
Consumer Fraud Prosecution, PS 8312  
PS 8312, Division of Law  
124 Halsey Street 5th Floor  
Newark, New Jersey 07101  
Email:  
[patricia.schiripo@dol.lps.state.nj.us](mailto:patricia.schiripo@dol.lps.state.nj.us)

**STATE OF NEW MEXICO**

Gary K. King, Attorney General

By: /s/ Lawrence Otero

Lawrence Otero  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
P.O. Drawer 1508  
Santa Fe, NM 87501  
Telephone: 505-827-6704

**STATE OF NEW YORK**

Eric T. Schneiderman, Attorney General

By: /s/ Amy Schallop

Amy Schallop  
Assistant Attorney General  
The Capitol  
Albany, New York 12224-0341  
Telephone: (518) 486-4555

**STATE OF NORTH CAROLINA**

Roy Cooper, Attorney General

By: /s/ M. Lynne Weaver

M. Lynne Weaver  
Assistant Attorney General  
N.C. Bar No. 19397  
P.O. Box 629  
114 W. Edenton St.  
Raleigh, NC 27602  
Telephone: 919.716.6000  
Email: [lweaver@ncdoj.gov](mailto:lweaver@ncdoj.gov)

**STATE OF NORTH DAKOTA**

Wayne Stenehjem, Attorney General

By: /s/ Parrell Grossman  
Parrell Grossman, I.D. Number 04684  
Assistant Attorney General, Director  
Consumer Protection  
and Antitrust Division  
Office of Attorney General  
Gateway Professional Center  
1050 E. Interstate Ave. Ste 200  
Bismarck, ND 58503-5574  
Telephone: (701) 328-5570

**STATE OF OHIO**

Michael Dewine, Attorney General

By: /s/ Melissa G. Wright  
Melissa G. Wright (Ohio Bar No.  
0077843)  
Assistant Attorney General Consumer  
Protection  
Section 30  
East Broad Street, 14th Floor  
Columbus, Ohio 43215-3428  
Telephone: (614) 466-8169  
Email:  
[melissa.wright@ohioattorneygeneral.gov](mailto:melissa.wright@ohioattorneygeneral.gov)

**STATE OF OKLAHOMA**

E. Scott Pruitt, Attorney General

By: /s/ Julie A. Bays  
Julie A. Bays  
Assistant Attorney General  
Consumer Protection Unit  
313 N.E. 21st Street  
Oklahoma City, Oklahoma 73105  
Telephone: (405) 522-3082  
Email: [Julie.Bays@oag.ok.gov](mailto:Julie.Bays@oag.ok.gov)

**STATE OF OREGON**

John R. Kroger, Attorney General

By: /s/ Andrew U. Shull  
Andrew U. Shull OR Bar# 024541  
Assistant Attorney General  
Civil Enforcement Division  
Oregon Department of Justice  
1162 Court Street, NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Email: [andrew.shull@doj.state.or.us](mailto:andrew.shull@doj.state.or.us)

**STATE OF PENNSYLVANIA**

William H. Ryan, Jr., Attorney General

By: /s/ John M. Abel  
John M. Abel  
Senior Deputy Attorney General  
Pennsylvania Office of Attorney  
General  
Bureau of Consumer Protection  
PA Attorney I.D. No. 47313  
Office of Attorney General  
15th Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 787-9707  
Email: [jabel@attorneygeneral.gov](mailto:jabel@attorneygeneral.gov)

**STATE OF RHODE ISLAND**

Peter F. Kilmartin, Attorney General

By: /s/ Edmund F. Murray, Jr.  
Edmund F. Murray, Jr. Esq. (#3096)  
Special Assistant Attorney General  
Rhode Island Department  
of Attorney General  
150 South Main Street  
Providence, RI 02903-2907  
Telephone (401) 274-4400 x 2401  
Email: [emurray@riag.state.ri.us](mailto:emurray@riag.state.ri.us)



**STATE OF SOUTH CAROLINA**

Alan Wilson, Attorney General

By: /s/ C. Havird Jones, Jr.  
C. Havird Jones, Jr.  
South Carolina Bar No. 3178  
Assistant Deputy Attorney General  
Office of the South Carolina  
Attorney General  
Rembert Dennis Building  
1000 Assembly Street, Room 519  
Columbia, SC 29201  
Email: [agsjones@scag.gov](mailto:agsjones@scag.gov)

**STATE OF SOUTH DAKOTA**

Marty J. Jackley, Attorney General

By: /s/ Jeffery J. Tronvold  
Jeffery J. Tronvold  
Assistant Attorney General  
1302 East Highway 14, Suite 1  
Pierre, South Dakota 57501-8501  
Telephone: (605) 773-3215  
Email: [Jeffery.tronvold@state.sd.us](mailto:Jeffery.tronvold@state.sd.us)

**STATE OF TENNESSEE**

Robert E. Cooper, Jr., Attorney General

By: /s/ Gina Baker Hantel  
Gina Baker Hantel, Senior Counsel  
Tennessee Bar No. 018019  
Office of the Tennessee Attorney  
General  
Bankruptcy Division  
Post Office Box 20207  
Nashville, Tennessee 37202-0207  
Telephone: (615) 532-8928  
Email: [Gina.Hantel@ag.tn.gov](mailto:Gina.Hantel@ag.tn.gov)

**STATE OF TEXAS**

Greg Abbott, Attorney General

By: /s/ Bruce V. Griffiths  
Bruce V. Griffiths  
Texas State Bar No. 08486500  
1 Assistant Attorney General  
  
Consumer Protection &  
Public Health Division  
P.O. Box 12548  
Austin, Texas 78711-2548  
Telephone (512) 475-4184  
Email: [Bruce.Griffiths@oag.state.tx.us](mailto:Bruce.Griffiths@oag.state.tx.us)

**STATE OF UTAH**

Mark L. Shurtleff, Attorney General

By: /s/ Annina M. Mitchell  
Annina M. Mitchell  
Utah Bar No. 2274  
Utah Solicitor General  
Office of the Utah Attorney General  
160 East 300 South  
PO Box 140848  
Salt Lake City, UT 84114-0858  
Telephone: (808) 366-0533

**STATE OF VERMONT**

William H. Sorrell, Attorney General

By: /s/ Elliot Burg  
Elliot Burg  
Assistant Attorney General  
Office of the Vermont Attorney  
General  
109 State Street  
Montpelier, VT 05609  
Telephone (802) 828-2153  
Email: [eburg@atg.state.vt.us](mailto:eburg@atg.state.vt.us)

**COMMONWEALTH OF VIRGINIA**

Kenneth T. Cuccinelli, II, Attorney General

By: /s/ Mark M. Kubiak  
Mark S. Kubiak, VSB # 73119  
Assistant Attorney General  
Office of the Attorney General  
900 East Main Street  
Richmond, Virginia 23219  
Telephone: (804) 786-7364  
Email: [mkubiak@oag.state.va.us](mailto:mkubiak@oag.state.va.us)

**STATE OF WASHINGTON**

Robert M. McKenna, Attorney General

By: /s/ Mary C. Lobdell  
MARY C. LOBDELL  
Assistant Attorney General  
Office of the Washington  
Attorney General  
Consumer Protection Division  
P.O. Box 2317  
Tacoma, WA 98401-2317

**STATE OF WEST VIRGINIA**

1Darrell McGraw, Jr., Attorney General

By: /s/ Matthew Stonestreet  
1Matthew Stonestreet  
(WV State Bar #11398)  
Assistant Attorney General  
Office of the West Virginia Attorney  
General  
812 Quarrier St.  
Charleston, WV 25301  
Telephone: (304) 558-8986  
Email: [matthew.stonestreet@wvago.gov](mailto:matthew.stonestreet@wvago.gov)

**STATE OF WISCONSIN**

J.B. Van Hollen, Attorney General

By: /s/ Lara Sutherlin  
Lara Sutherlin  
Assistant Attorney General  
State Bar #1057096  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
Telephone: (608) 267-7163  
Email: [sutherlinla@doj.state.wi.us](mailto:sutherlinla@doj.state.wi.us)

**STATE OF WYOMING**

Gregory A. Phillips, Attorney General

By: /s/ Gregory A. Phillips  
Gregory A. Phillips  
Wyoming Bar No. 5-2516  
Office of the Wyoming Attorney  
General  
123 Capitol Building  
Cheyenne, WY 82002  
Telephone: (307) 777- 7841  
Email: [gphill@state.wy.us](mailto:gphill@state.wy.us)

**CORLISS MOORE & ASSOCIATES,  
LLC**, solely in its capacity as Liquidating  
Trustee for the First Lien Term Lenders  
Liquidating Trust

By: /s/ Steve Moore  
Steve Moore, Trustee

Pursuant to the Local Rules, I certify under penalty of perjury that all necessary parties have endorsed this Stipulation and Agreed Order.

By: /s/ Michael A. Condyles

**THIS STIPULATION IS SO ORDERED**

Dated: \_\_\_\_\_  
Richmond, Virginia

\_\_\_\_\_  
Chief Judge Douglas O. Tice, Jr.  
United States Bankruptcy Judge