

## CONSUMER DEBT AND JUDGMENT TRANSFER AGREEMENT

This Transfer Agreement (this "Agreement") is made and entered into by and between Palisades Collection, LLC and Asta Funding Inc. (collectively, "Asta Defendants"); Class Members through Class Counsel in the class action litigation known as *Mayfield v. Asta Funding, Inc.* ("*Mayfield*"), and The Rolling Jubilee Fund ("Rolling Jubilee"), a Delaware non-profit corporation located in New York.

**WHEREAS**, Asta Defendants and Class Counsel executed a Stipulation of Settlement as to All Claims Against All Defendants (the "Stipulation") to settle the *Mayfield* action on September 8, 2017, and the Court granted final approval on April 10, 2018;

**WHEREAS**, a material term of the Stipulation is the transfer by Asta Defendants of certain consumer debts and judgments to an entity identified by Class Counsel, and Class Counsel identifies Rolling Jubilee as the entity to receive the transfer;

**WHEREAS**, the intent of the transfer is to enable Rolling Jubilee to forgive certain debts and to facilitate Class Counsel seeking vacatur of certain judgments;

**WHEREAS**, Rolling Jubilee is a 501(c)(4) non-profit corporation with the sole mission and purpose of providing charitable relief to consumers across the United States by lawfully acquiring their unpaid legal obligations and subsequently extinguishing those obligations;

**WHEREAS**, Rolling Jubilee desires to accept the transfer of the debts and judgments so as to further its mission and purpose by extinguishing the obligations thereunder;

**NOW THEREFORE**, it is agreed as follows:

- I. **DEFINITIONS.** "Transferred Debts and Judgments" means all judgments entered against Class Members in the Re-Filed Cases (as defined in ¶ I.29 of the Stipulation) and all debts underlying the AT&T Consumer Debt Actions (as defined in ¶ I.6 of the Stipulation) that did not have judgments at the Execution Date (*i.e.*, September 9, 2017), as described in ¶¶ III.B.3.d-e of the Stipulation. Capitalized terms used but not defined herein have the same meanings as set forth in the Stipulation.
- II. **TRANSFER OF DEBTS AND JUDGMENTS.** Subject to the terms and conditions of this Agreement, Asta Defendants agree to convey, transfer, and assign to Rolling Jubilee, and Rolling Jubilee agrees to acquire, all right, title, and interest in, the Transferred Debts and Judgments.
- III. **REPRESENTATIONS AND WARRANTIES OF THE ASTA DEFENDANTS.** The Asta Defendants represent and warrant to Rolling Jubilee and Class Members through Class Counsel that:
  - a. Asta Defendants are the owners of all rights, titles, and interests in the Transferred Debts and Judgments and have full legal authority to transfer them to Rolling Jubilee.

- b. Asta Defendants will transfer the Transferred Debts and Judgments free and clear of all assignments, liens, charges, encumbrances, and other security interests.

IV. **REPRESENTATIONS AND WARRANTIES OF ROLLING JUBILEE.** Rolling Jubilee represents and warrants to Asta Defendants and Class Members through Class Counsel that:

- a. Rolling Jubilee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.
- b. Rolling Jubilee has the requisite power and authority to enter into this Agreement and has complied with all laws, regulations, charter provisions, and bylaws to which it may be subject or by which the Transferred Debts and Judgments may be bound, and the undersigned representative is authorized to act on behalf of and bind Rolling Jubilee to the terms of this Agreement.
- c. This Agreement has been duly executed and delivered by Rolling Jubilee and constitutes a legal, valid, and binding obligation of Rolling Jubilee enforceable against Rolling Jubilee in accordance with its terms.
- d. Rolling Jubilee is a sophisticated, informed investor and has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the transaction contemplated by this Agreement.
- e. Rolling Jubilee has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectability, and value of the Transferred Debts and Judgments, and all other facts it deems material to its acquisition and is entering into this transaction solely on the basis of that investigation and Rolling Jubilee's own judgment.

V. **COVENANTS.**

- a. Upon and after the Closing, Rolling Jubilee and all of its service providers and agents shall comply with all relevant laws including, but not limited to, the Internal Revenue Code and the Gramm-Leach-Bliley Act.
- b. Rolling Jubilee will not, nor will any of its representatives, agents, independent contractors, persons, or entities acting on its behalf, engage in any type of collection efforts in connection with any Transferred Debts and Judgments.

- c. Rolling Jubilee will not transfer, assign, sell, or otherwise convey any of the Transferred Debts and Judgments or any of its rights or obligations under this Agreement to any affiliates or third parties.
- d. Each of the parties hereto shall execute and deliver, at the reasonable request of the other parties hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Without limiting the foregoing, to the extent that Rolling Jubilee or Class Counsel learns that any of the Transferred Debts and Judgments was not transferred to Rolling Jubilee at the Closing, Rolling Jubilee (or its designee) or Class Counsel shall provide notice to the Asta Defendants notifying them of the failure to transfer such Transferred Debts and Judgments, and provide any documentation Rolling Jubilee or Class Counsel may have to enable the transfer to be completed. Asta Defendants shall transfer such Transferred Debts and Judgments to Rolling Jubilee promptly following receipt of such notice and transfer documentation, and in no event later than 30 days following the receipt of such notice (the "Cure Period"). Should Asta Defendants otherwise learn that any of the Transferred Debts and Judgments were not transferred to Rolling Jubilee (i.e. without receiving notice from another party), Asta Defendants shall transfer such Transferred Debts and Judgments to Rolling Jubilee within the Cure Period, with the start of the period being the date Asta Defendants so learn.

VI. **MUTUAL INDEMNIFICATION.** Rolling Jubilee and Asta Defendants (including their respective officers, directors, employees, affiliates, shareholders, agents, parents, subsidiaries, and attorneys) each agree to indemnify and hold each other harmless from and against any claims, actions, suits, or other actual or threatened proceedings, and all losses, judgments, damages, expenses, or other costs (including all attorneys' fees and disbursements of counsel) incurred or suffered by one party by reason of any act or omission of the other party (including its officers, directors, employees, affiliates, shareholders, agents, parents, subsidiaries, and attorneys) with respect to that party's obligations under this Agreement, or breach of any of the warranties and representations made in this Agreement, or any violation of any applicable law in connection with the collection or enforcement of the Transferred Debts and Judgments.

VII. **CLOSING.** The closing of the transfer (the "Closing") shall take place within 30 days from the date on which Class Counsel made a request for transfer pursuant to ¶¶ II.B.3.d-e of the Stipulation. At the Closing, Asta Defendants shall deliver or cause to be delivered to Rolling Jubilee a record of the Transferred Debts and Judgments along with such bills of sale, assignments, conveyances, and other good and sufficient

instruments of transfer as may be required to vest in Rolling Jubilee good and valid title to the Transferred Debts and Judgments.

VIII. **THIRD PARTY BENEFICIARIES.** The Class Members through Class Counsel are intended third-party beneficiaries to this Agreement and shall have the right to enforce its terms through, and only through, Class Counsel.

IX. **NOTICES.** Any notice or other communication provided for herein or given hereunder to a party shall be in writing and shall be delivered in person, by email, mailed by first class registered or certified mail, or by courier service, as follows:

If to Asta Defendants:

Aurora Cassirer  
Kevin Wallace  
875 Third Avenue  
New York, New York 10022  
aurora.cassirer@troutmansanders.com  
kevin.wallace@troutmansanders.com


If to Class Members:

Danielle Tarantolo  
New York Legal Assistance Group  
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Diane Lifton  
Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, NY 10004  
diane.lifton@hugheshubbard.com

If to Rolling Jubilee:

The Rolling Jubilee Fund  
Thomas Gokey



X. **SEVERABILITY.** If any provision of Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or allocations that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions are amended so as to make it valid, reasonable,

and enforceable, and the parties hereto agree to be bound by the terms of such provision, as modified by the court.

- XI. **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by all the parties hereto.
- XII. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument. Execution by facsimile or by electronically submitted signature shall be fully and legally binding.
- XIII. **SURVIVAL.** The representations, warranties, covenants, and agreements of the parties set forth herein shall survive the closing.
- XIV. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the laws of New York, excluding its conflict of laws provision. Each of the parties hereby consent to the jurisdiction of the Court overseeing *Mayfield* for any disputes concerning this Agreement.
- XV. **SPECIFIC PERFORMANCE.** The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Agreement shall become effective when executed by the parties.



Agreed to as of this 16 day of July 2018

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**THE ROLLING JUBILEE FUND**

By: 

Thomas Gokey

