

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

If you were called on a cellular telephone in the United States by Citizens Bank, N.A. (“Citizens”), formerly known as RBS Citizens, N.A., using an automatic telephone dialing system or by an artificial or pre-recorded voice message without your prior express consent from December 20, 2009, through July 31, 2015, your rights may be affected by a class action Settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit alleging that Citizens violated the Telephone Consumer Protection Act by calling customers on their cellular phones using an automatic telephone dialing system or artificial or pre-recorded voice without their consent.
- The Settlement includes all persons in the United States who received a call on their cellular phones from Citizens or any third parties calling on a Citizens account made with an alleged automatic telephone dialing system (“ATDS”) and/or an artificial or pre-recorded voice from December 20, 2009, through July 31, 2015, inclusive.
- Defendant has agreed to pay \$4,551,267.50 (“Settlement Fund”) to settle the lawsuit. After deducting costs of notice and claims administration, and attorneys’ fees and costs of litigation, and an incentive payment to the class representative, the remaining amount will be divided on a *pro rata* basis (equally in proportion to) among everyone that files a valid claim.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim Form	This is the only way to receive a cash payment from the Settlement Fund.
Exclude Yourself from the Settlement	This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this lawsuit and released by the Settlement Agreement.
Object to the Settlement	Write to the Court with reasons why you do not like the Settlement.
Participate in the Hearing	Ask the Court for permission for you or your attorney to appear and be heard at the final fairness hearing.
Do Nothing	If you do nothing, you will not receive a cash payment from the Settlement Fund and you will give up your rights to be part of any other lawsuit against the Defendant for the legal claims made in this lawsuit and released by the Settlement Agreement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.CitizensTCPASettlement.com, or call 1 (855) 581-1283.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will take place if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be sent because you have a right to know about the proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, the Claims Administrator appointed by the Court will make the payments that the Settlement provides to those who have submitted approved claims. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Southern District of California. The case is known as *Linda Sanders v. RBS Citizens, N.A.*, Case No. 3:13-cv-03136 BAS (RBB) (the “Action”). The person who filed the lawsuit is called the Plaintiff. The company she sued, Citizens N.A., is called the Defendant.

2. What is this lawsuit about?

Plaintiff alleges that Defendant violated the Telephone Consumer Protection Act (“TCPA”) by calling persons on their cellular phones using an automatic telephone dialing system or artificial or pre-recorded voice, without prior express consent. The TCPA provides, among other relief, that a plaintiff may seek statutory damages of up to \$500 per violation, and that this amount may be trebled for willful violations. The TCPA does not provide for the recovery of attorneys’ fees.

Defendant denies any wrongdoing, denies that it violated the TCPA, and specifically denies that it used an automatic telephone dialing system or an artificial or pre-recorded voice to make calls without prior express consent.

3. What is a class action?

In a class action, one or more people called a Class Representative, in this case Linda Sanders, sue on behalf of people who have similar claims. Together, these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, the Plaintiff and Defendant agreed to settle the Action to avoid the risks and cost of a trial. It also allows Class Members to be compensated without further delay. The Class Representative and her attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED

5. Am I included?

The Settlement includes all persons in the United States who received a call on their cellular telephones from Citizens or any third parties calling on a Citizens account made with an alleged automatic telephone dialing system (“ATDS”) and/or an artificial or pre-recorded voice from December 20, 2009, through July 31, 2015, (the “Class Period”), inclusive, as identified in the Class List. If you received a postcard, Defendant’s records indicate you are included in the Settlement.

If you did not receive a postcard but believe you may have been called on your cellular phone by Citizens or its agents during the Class Period, you can check with the Claims Administrator to see if your cellular phone number was called, as explained in the instructions in numbers 6, 10 and 11 below.

The Parties estimate that there are approximately 1,010,000 persons in the Settlement Class.

6. What if I did not get a postcard but believe I am included?

Postcard notices were sent to only those persons that Defendant could identify, which is the vast majority of Class Members. Other persons were called for which Defendant’s records could not locate a name and address. The Claims Administrator has a list of all cellular phone numbers called (the “Class List”). If you believe you may have been called by Defendant or its agents during the Class Period, you can submit your cellular phone number(s) to the Claims Administrator:

1. online on the Settlement website www.CitizensTCPASettlement.com;
2. by calling the toll-free telephone claim number **1 (855) 581-1283**; or
3. by mail by downloading a form from the website and mailing it to the Claims Administrator at the address below.

If your cellular phone number is on the Class List you are entitled to submit a claim.

7. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are Citizens, its parent companies, affiliates or subsidiaries, or any entities in which such companies have a controlling interest; and any employees thereof; the judge or magistrate judge to whom the Action is assigned and any member of those judges' staffs and immediate families; and any persons in the Settlement Class who timely and validly request exclusion from the Settlement Class.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides \$4,551,267.50 (“Settlement Fund”). After deducting the payment of attorneys’ fees and costs of litigation, notice and claims administration and any incentive payment to the Class Representative, the net Settlement Fund will be divided equally among all Settlement Class Members that filed approved claims.

9. How much will my payment be?

Payment amounts depend on the number of valid claims submitted. Each Settlement Class Member who files an approved claim will be entitled to a one time *pro rata* share of the net Settlement Fund. The Claims Administrator will issue payments by way of check. Any unclaimed or un-cashed funds or checks will either be divided among Settlement Class Members, if the amount is large enough to justify sending additional checks, or become part of the Settlement Fund for *cy pres* distribution to organizations chosen by Plaintiff’s counsel and Defendant’s counsel and approved by the Parties and by the Court.

HOW TO GET SETTLEMENT BENEFITS

10. How do I file a claim for a payment?

You may make a claim for a cash payment in one of three ways:

- (1) Submitting a claim online at the Claims Administrator’s Settlement website: www.CitizensTCPASettlement.com; or
- (2) Submitting a claim by telephone by calling the Claims Administrator at 1 (855) 581-1283; or
- (3) Submitting a claim by mail by either downloading a Claim Form from the Settlement website or requesting by telephone that the Claims Administrator mail you a copy of the Claim Form, completing that paper Claim Form and mailing the completed Claim Form to the Claims Administrator.

Claim Forms must be submitted online, by phone, or postmarked by **October 27, 2016**. Only one claim may be submitted by each person per cellular phone number called by Defendant. However, if more than one person was called on the same cellular phone number, and the second person was called after that number was reassigned to that second person, if Defendant called that second person on that cellular phone number during the Class Period, that second person is entitled to submit a claim also.

11. What information must be included with my Claim Form?

If you received a postcard notifying you about the Settlement, you must include your name, claim identification number (provided on the postcard), and your current address, if different from the address on the postcard.

If you did not receive a postcard, you must include your name, your current address, and any cellular phone number(s) on which you believe you may have been called during the Class Period.

The Settlement Agreement incorporated in the Court Order provides that any updated contact information you provide will not be provided to Defendant. It will be retained only by the Claims Administrator.

12. When will I get my payment?

The Court will hold a Final Approval or Fairness Hearing on **Monday, January 23, 2017**, to decide whether to grant final approval of the Settlement. If Judge Cynthia Bashant grants Final Approval, and there are no appeals, the Order will become final thirty days from the date it is entered. If there are appeals, the Final Approval Order will not become final until those appeals are resolved. It is always uncertain whether and when appeals would be resolved. The Claims Administrator will attempt to pay all claims within 30 to 45 days of the date the Order becomes final.

13. What am I giving up in exchange for the Settlement?

Unless you exclude yourself, generally, you will release Citizens Bank, N.A. (formerly known as RBS Citizens, N.A.), and each of their respective past, present and future parents, subsidiaries, affiliated companies and corporations, including but not limited to Citizens Financial Group, Inc., the Royal Bank of Scotland Group, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, collectors, vendors, NCO Financial Systems, Inc.; Affinity Global (f/k/a Leading Edge Recovery Solutions); Mercantile Adjustment Bureau, LLC; BYL Collection Services, Inc.; CCS Companies; and Western Mass Credit Corp., insurers,

reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives (collectively “Released Parties”) who made a Telephone Call to a Class Member, from any liability related to the use of an automatic telephone dialing system or artificial or pre-recorded voice that violated the TCPA or state laws during the Class Period. Pursuant to the Settlement Agreement, Telephone Call means “any telephone call to a cellular telephone using an automatic telephone dialing system or artificial or prerecorded voice placed by Citizens and/or any third parties calling on Citizens accounts.” You will no longer be able to sue, continue to sue, or be part of any other lawsuit against Defendant and related parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court’s orders, as well as the “Released Claims” (see next question).

14. What are the Released Claims?

The “Released Claims” are any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the TCPA, and its application to the Released Parties’ use of an “automatic telephone dialing system” or an “artificial or pre-recorded voice” to contact or attempt to contact Class Members in connection with Citizens’ servicing of any accounts, including the claims of Citizens’ account holders and non-account holders who are members of the Settlement Class, relevant regulatory or administrative promulgations and case law, any Federal Communications Commission regulations or orders implementing or interpreting the TCPA, or other such TCPA-based claims that were brought or could have been brought in the Action relating to Telephone Calls by the Released Parties, and any other statutory or common law claims arising from the use of automatic telephone dialing systems and/or an artificial or pre-recorded voice to call cellular telephones, or pagers. The Parties acknowledge and agree that the Released Claims forth herein does not release any claims held by the States or other governmental entities.

The release also covers known and unknown claims, and waives rights under California Civil Code Section 1542 and similar statutes. This means that all of the Court’s orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this lawsuit. The full terms of this Release are contained in the Settlement Agreement, Section 16.01, on the Settlement website, or at the public court records on file in this lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own, then you must take steps to get out of the Settlement. This is called “excluding yourself” from or “opting out” of the Class.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or postcard by mail saying that you want to be excluded from the Settlement of *Sanders v. RBS Citizens, N.A.*, United States District Court for the Southern District of California, Case No. 3:13-cv-03136 BAS (RBB). Your letter must also include your name, address, telephone number, a statement that you wish to exclude yourself from the settlement, either: (1) the Claim Identification Number on the Postcard Notice, or (2) the cellular telephone number on which he or she received a Telephone Call and your signature. You must mail your exclusion request postmarked no later than **November 7, 2016**, to:

Citizens TCPA Settlement
c/o KCC Settlement Administrator
P.O. Box 30232
College Station, TX 77842-3232

You cannot exclude yourself by phone or by email.

16. If I exclude myself, can I still get a payment from the Settlement Fund?

No. If you ask to be excluded, do not submit a claim because you will no longer be eligible to receive a Settlement payment. You also will not be legally bound by anything that happens in the Action.

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you are choosing to stay in the Settlement. This means you give up any right to separately sue the Defendant for the claims made in this Action and released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes, the Court appointed Douglas J. Campion of The Law Offices of Douglas J. Campion, APC and The Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92103, to represent you and other Settlement Class Members as “Class Counsel”. Their contact information is below.

Douglas J. Campion, Esq.
Law Offices of Douglas J. Campion, APC
CitizensSettlement@djcampion.com

Ronald A. Marron
Alexis Wood
The Law Offices of Ronald A. Marron
Info@ConsumersAdvocates.com

You may hire your own lawyer at your own expense, but you don’t have to.

19. How will the lawyers, class representative and claims administrator be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees of 25% of the Settlement Fund (a maximum of \$1,137,816.87), for their litigation costs not to exceed \$25,000, as well as all reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement (estimated to be approximately \$628,461), and an incentive award in the amount of \$5,000 for the Class Representative for her efforts in bringing the action and assisting throughout the litigation. If approved by the Court, all of these amounts will be deducted and paid from the Settlement Fund before making payments to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To object, you must mail a letter or other document saying that you object to the Settlement of *Sanders v. RBS Citizens, N.A.*, United States District Court for the Southern District of California, Case No. 3:13-cv-03136 BAS (RBB). Your objection must also include your name, address, telephone number, your signature, the reason you object to the Settlement and any documents that support your objection. Mail the objection to each of the following addresses no later than **November 7, 2016**.

Clerk of The Court Courtroom 4B U.S. District Court Southern District of California 221 West Broadway San Diego, CA 92101	Class Counsel Douglas J. Campion, Esq. Law Offices of Douglas J. Campion, APC 17150 Via Del Campo, Suite 100 San Diego, CA 92127	Defense Counsel Raymond Y. Kim Reed Smith, LLP 355 S. Grand Avenue, Suite 2900 Los Angeles, CA 90071	Citizens TCPA Settlement c/o KCC Settlement Administrator P.O. Box 30232 College Station, TX 77842-3232
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21. May I speak to the Court about my objection?

Yes, you may also ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Sanders v. RBS Citizens, N.A.*, United States District Court for the Southern District of California, Case No. 3:13-cv-03136 BAS (RBB). Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **November 7, 2016**, and be sent to the Court, Class Counsel and Defense Counsel at the above addresses.

You cannot object or speak at the hearing if you “excluded yourself” from the Class.

22. What is the difference between objecting to and asking to be excluded from the Settlement?

Objecting is simply telling the Court that you do not like some aspect of the Settlement. You can only object if you stay in the Class. If you object you will continue to be bound by rulings of the Court in this Action. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Class. You must exclude yourself if you want to file your own lawsuit against the Defendant. If you exclude yourself, you may not object to the Settlement because the case no longer affects you, and you will no longer be eligible to receive a Settlement payment.

THE COURT’S FINAL APPROVAL HEARING

23. When and where is the fairness hearing?

The Court will hold a final fairness hearing at 10:30 a.m. on Monday, January 23, 2017, at the U.S. District Court, Southern District of California, in Courtroom 4B, 221 West Broadway, San Diego, CA, 92101, before the Honorable Cynthia Bashant. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If anyone has asked to speak at the hearing (see Question 21), Judge Bashant will listen to him or her at that time. The Court will decide after the hearing whether to approve: (1) the Settlement as fair and reasonable; (2) the amount of attorneys’ fees and costs of litigation; (3) the costs of notice and claims administration; and (4) the incentive payment to be provided to the Plaintiff as Class Representative.

We do not know how long these decisions will take.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Bashant may have that are directed to the Class. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

IF YOU DO NOTHING

24. What if I do nothing?

If you do nothing, you will remain part of the Class, you will not receive a Settlement payment and you will release your claims as explained above. You will not be able to be part of any other lawsuit against Citizens or any other Released Party relating to the Released Claims in this case. All of the Court’s orders will apply to you and legally bind you.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be viewed or downloaded from the Settlement website and is part of the Court’s file, a public record. Many of the Court papers, including this Notice, the Settlement Agreement and the Order for Preliminary Approval are also posted on the Settlement website www.CitizensTCPASettlement.com. You can obtain a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Sanders v. RBS Citizens, N.A.*, United States District Court for the Southern District of California, Case No. 3:13-cv-03136 BAS (RBB), at the Clerk’s office at the U.S. District Court, Southern District of California, 221 West Broadway, San Diego, CA, 92101. The clerk’s office has the ability to make copies of any such public documents for you. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court’s PACER document review system (www.pacer.gov).

CONTACT THE SETTLEMENT ADMINISTRATOR WITH ANY QUESTIONS

1 (855) 581-1283 OR GO TO WWW.CITIZENSTCPASETTLEMENT.COM.

PLEASE DO NOT CONTACT THE COURT OR DEFENSE COUNSEL WITH ANY QUESTIONS

Important Dates

Date:	Deadline:
Deadline to submit claim	October 27, 2016
Deadline to opt-out	November 7, 2016
Deadline to object	November 7, 2016
Final Fairness Hearing	January 23, 2017

RELEASE OF CLAIMS

16.01. Released Claims. The Releasing Parties hereby release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Releasing Parties further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims. The release does not apply to Persons who timely opt-out of the Settlement.

A. “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the TCPA, and its application to the Released Parties’ use of an “automatic telephone dialing system” or an “artificial or pre-recorded voice” to contact or attempt to contact Class Members in connection with Citizens’ servicing of any accounts, including the claims of Citizens’ account holders and non-account holders who are members of the Settlement Class, relevant regulatory or administrative promulgations and case law, any Federal Communications Commission regulations or orders implementing or interpreting the TCPA, or other such TCPA-based claims that were brought or could have been brought in the Action relating to Telephone Calls by the Released Parties, and any other statutory or common law claims arising from the use of automatic telephone dialing systems and/or an artificial or pre-recorded voice to call cellular telephones, or pagers. The Parties acknowledge and agree that the Released Claims forth herein does not release any claims held by the States or other governmental entities.

B. Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

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.

Plaintiffs understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

16.02. Covenant Not To Sue. Plaintiffs agree and covenant not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.