

## EXHIBIT A

### SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Class Action Settlement Agreement and Limited Release (the “Agreement”) is made and entered into by and among the Representative Plaintiff, Tammy C. Connolly, f/k/a Tammy C. Richardson (the “Representative Plaintiff”), on behalf of herself and all other Class Members, and Defendant McCabe, Trotter, & Beverly, P.C. (“Defendant”) (all collectively the “Parties”), in full and final settlement of the civil action entitled *Tammy C. Richardson v. Halcyon Real Estate Services, LLC and McCabe, Trotter, & Beverly, P.C.*, Case No. 2016-CP-18-1001 in the Court of Common Pleas of Dorchester County, South Carolina (“Lawsuit”).

### RECITALS

WHEREAS, in August 2015 Defendant commenced an action with the filing of a foreclosure Complaint on behalf of its client Southern Magnolia Homeowners Association against Representative Plaintiff in the Dorchester County Court of Common Pleas, styled *Southern Magnolia Homeowners' Association v. Tammy C. Richardson*, No. 2015-CP-18-1575;

WHEREAS, Richardson asserted counterclaims against Defendant and third-party claims against Defendant and Halcyon Real Estate Services, LLC, which is no longer a party;

WHEREAS, on June 1, 2016, the Hon. Edgar W. Dickson severed Representative Plaintiff's third-party claims against Defendant and assigned Case No. 2016-CP-18-1001;

WHEREAS, Defendant denies the allegations and any wrongdoing or liability arising out of the claims in the Lawsuit;

WHEREAS, the Parties have agreed that in view of the costs, risks and delays of continued litigation and appeals balanced against the benefits of the settlement to the Class Members, it is to their mutual benefit to settle and resolve their outstanding differences regarding the claims and defenses asserted in, and relating to the subject matter of, the Lawsuit;

WHEREAS, the Parties reached a settlement on October 17, 2024, and read the terms into the court's record and specifically noted that the settlement terms would be subject to Court approval.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, that subject to the continued jurisdiction and approval of the Court and affirmation on any appeals, the Lawsuit shall be finally and fully resolved under the following terms and conditions.

### DEFINITIONS

“*Agreement*” means this Settlement Agreement and General Release.

“*Class*” means the class defined and certified as a class in the Lawsuit by an Order Granting Class Certification dated January 12, 2018, and Order Denying Reconsideration dated September 9, 2018. The Class has been defined as “[a]ll individuals who owned South Carolina real property who were sent a document by McCabe Trotter & Beverly, P.C. attempting to collect a debt for a homeowner or community association during the following period: November 5, 2014 (representing the date one year prior to the filing of Plaintiff Richardson’s Third-Party Complaint) through November 5, 2015.” The Class expressly excludes all Persons who, in accordance with Orders entered in the Lawsuit, timely opted out of the Class.

“*Class Counsel*” means Justin S. Kahn, Esq., Kahn Law Firm, LLP, P.O. Box 31397, Charleston, South Carolina 29417-1397 and Mary Leigh Arnold, Esq., 749 Johnnie Dodds Blvd., Suite B, Mount Pleasant, South Carolina 29464.

“*Class Member*” means any Person who is within the definition of the Class.

“*Court*” means the Court of Common Pleas of Dorchester County, South Carolina, First Judicial Circuit of South Carolina.

“*Defendant*” means McCabe, Trotter, & Beverly, P.C.

“*Effective Date*” means the date that is five days after the date on which the judgment entered pursuant to the Order for Final Judgment shall be deemed “Final.” The judgment shall be deemed “Final” on the date upon which the judgment is no longer subject to any further appeal or judicial reconsideration or review.

“*FDCPA*” means the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.*

“*Final Approval Hearing*” means the hearing during which the Court will determine whether to enter the Final Order and Judgment.

“*Final Order and Judgment*” means the order and form of judgment approving this Agreement and dismissing the Lawsuit with prejudice.

“*Lawsuit*” means the civil action entitled *Tammy C. Richardson v. Halcyon Real Estate Services, LLC and McCabe, Trotter, & Beverly, P.C.*, Case No. 2016-CP-18-1001 in the Court of Common Pleas of Dorchester County, South Carolina.

“*Person*” or “*Persons*” means all persons and entities (including without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, governments, political subdivisions, governmental agencies and authorities, associations, partnerships, limited liability partnerships, trusts, insurers, and their predecessors, successors, agents, principals, employees, administrators, executors, attorneys, heirs and assigns).

“*Preliminary Approval Hearing*” means the hearing during which the Court determines whether to enter the Order of Preliminary Approval.

“*Plaintiff*” or “*Representative Plaintiff*” means Tammy C. Connolly, f/k/a Tammy C. Richardson.

### **TERMS AND CONDITIONS**

1. **Settlement Payments.** In consideration of the promises set forth herein, Defendant or its insurance company shall make the following payments into the Kahn Law Firm, LLP’s Escrow Account. The following amounts will be the Settlement Fund (the “Settlement Fund”):

- The amount of the policy limits on Defendant’s liability insurance policy, CNA Liability Policy No. 596492687 (Policy Period 8/13/2015-8/13/2016) (the “Policy”) remaining at the time the court approves this settlement (at the time the parties agreed to settlement, it was estimated that the remaining limit under the Policy was approximately \$675,288.50); and
- \$225,000 which represents payment of an additional amount; and
- \$45,000 which represents payment to defray the costs of class notice and settlement administration. (This amount has already been paid and satisfied pursuant to the Consent Order Re: Class Action Settlement filed on October 24, 2025.)

The Settlement Fund shall be for payments to Class Members (including the Representative Plaintiff), Class Counsel’s fees and costs, and any settlement administration costs. Defendant shall not have any obligation to make any payment to the Class or Class Counsel beyond those expressly set forth herein.

No payments to any Class Member shall be made by the Settlement Administrator until after the Effective Date, as that term is defined herein, with the exception of the amount already paid to defray the costs of class notice and settlement administration already satisfied pursuant to the Consent Order Re: Class Action Settlement filed on October 24, 2025.

No later than twenty (20) days after the Effective Date, Defendant shall tender to Class Counsel the Settlement Fund. Class Counsel shall then pay to the class representative the amount awarded and/or approved by the Court and further pay attorney’s fees awarded and/or approved by the Court.

Class Counsel shall tender the remaining balance to the Class Administrator to cover the costs of class administration and to be distributed to Class Members. The Administrator shall distribute the remaining funds to Class Members as follows:

No later than forty- five (45) days after the Effective Date, payment to Class Members shall be made as follows:

Settlement Administrator shall take the final settlement amount plus any accrued interest, and deduct the amount of settlement administration expenses, then distribute the remaining monies in equal, *pro rata* shares to all Class Members who have not timely opted out of the Class. Each distribution check to Class Members will expire after 90 days of issuance.

Any undistributed funds up to \$25,000 will be distributed as a *cy pres* distribution to the South Carolina Appleseed Legal Justice Center. Any undistributed funds beyond \$25,000 will be applied to class administration costs, if any. If, after payment of class administration costs, any undistributed funds remain, such additional funds also will be distributed in accordance with the Court's Final Order and a *cy pres* distribution to the South Carolina Appleseed Legal Justice Center.

No opinion concerning the tax consequences of the settlement to individual Class Members is being given nor will be given by Defendant or its counsel, or by Plaintiffs' Counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Each Class Member and/or Class Representative's tax obligations, and the determination thereof, are the sole responsibility of the Class Member and/or Class Representative, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member and/or Class Representative.

If the Final Order and Judgment is set aside or reversed, in whole or in part, for any reason, then at such time as the time for any appeal from the final order of set aside or reversal has elapsed with no notice of appeal having been filed, the Settlement Fund shall be returned to Defendant's insurance carrier.

2. **Attorneys' Fees And Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs for all work performed on behalf of the Class (including work performed through the Effective Date). Those fees shall not exceed fifty (50%) percent of the Settlement Fund and Defendant will not take any position with regard to such award. Those fees shall be paid from the amount of the Settlement Fund and deducted from the Settlement Fund before any monies are distributed to the Representative Plaintiff or any Class Members. Class Counsel shall submit their application for an award of costs, litigation expenses, and reasonable attorney's fees in advance of the Fairness Hearing, for consideration at that time. By the Effective Date, Class Counsel shall transmit instructions to Defendant as to how the Court's ultimate award of attorneys' fees and costs will be paid and supply necessary tax information. Class Counsel represent that they are not aware of any entities or persons having any interest in any award of attorneys' fees, costs and/or litigation expenses in connection with this Lawsuit other than Class Counsel.

3. **Class Representative Payment.** Class Counsel shall apply to the Court for an award for the Class Representative in the Lawsuit, which will not exceed the sum of \$50,000 and be treated as a personal injury payment and shall be paid out of the Settlement Fund after Class Counsel's attorneys' fees and costs have been deducted.

4. **Order of Preliminary Approval.** Pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, the Parties shall apply to the Court for entry of an Order substantially similar to the proposed Preliminary Approval Order attached as Exhibit A. The Preliminary Approval Order specifically included the following provisions:

a) Define the class as "[a]ll individuals who owned South Carolina real property who were sent a document by McCabe Trotter & Beverly, P.C. attempting to collect a debt for a homeowner or community association during the following period: November 5, 2014 (representing the date one year prior to the filing of Plaintiff Richardson's Third-Party

Complaint) through November 5, 2015.” The Class expressly excludes all Persons who, in accordance with Orders entered in the Lawsuit, timely opted out of the Class.

b) Determine that preliminary approval of the settlement as set forth in this Agreement is proper, fair, reasonable, and adequate; that a Notice of Settlement consistent with the form attached as Exhibit B be given to the Class;

c) Schedule, for a date to be set by the Court, a Final Approval Hearing in order to determine: (i) whether the settlement set forth in this Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) whether a final judgment should be entered dismissing the claims of the Class Representative and Class Members with prejudice and on the merits, as required by this Agreement; (iii) whether to approve, with or without modification, the Class Representative’s award; and (iv) whether to approve, with or without modification the fee and cost request of Class Counsel to be filed prior to the Final Approval Hearing;

d) Approve the form of Notice of Settlement attached hereto as Exhibit B and authorize the Notice to be sent by U.S. Mail to the Class;

e) Find that notice above constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the settlement and the matters set forth in said notice to all persons entitled to receive notice, and fully satisfies the requirements of due process and of Rule 23, SCRPC;

(f) Provide that any objections by Class Members to the settlement reflected in this Agreement must (i) be made in writing; (ii) contain the objector’s full name, telephone number and address; (iii) declare that the objector is a class member; (iv) provide a detailed statement of the objector’s specific objections to any matter before the Court and the grounds therefor; and (v) be filed with the Clerk of Court, and served on Class Counsel by U.S. Mail postage prepaid by the deadline set forth in the Notice of Settlement. When Class Counsel receives any such objection, he will promptly send a copy of that objection to counsel for Defendant. Any papers not filed and served in the prescribed manner and time will not be considered at the Final Approval Hearing, and all objections not made in the prescribed manner and time shall be deemed waived;

(g) Provide, pursuant to Rule 23, that a Class Member may enter an appearance through an attorney if the member so desires;

(h) Provide that the notices and papers pursuant to subparagraph 4(f) will be deemed filed on the date that they are hand-delivered or mailed, first class, postage prepaid, to:

Clerk of Court Dorchester County  
5200 E. Jim Bilton Blvd, Ste 201  
St. George, SC 29477

and be deemed served on Class Counsel on the date that they were hand delivered or mailed, first class, postage prepaid, to Class Counsel at the address as indicated in the Notice of Settlement.

(i) Provide that all Class Members who have not requested exclusion will be provided a check (as defined in paragraph 1 above) under this Agreement;

(j) Provide that, from the date of the Preliminary Approval Order, Class Members will, except to the extent that they have requested exclusion, be barred from asserting against Defendant any claims for which a Release will be given, consistent with paragraph 7 below, if this Agreement is approved.

5. **Notice And Settlement Administration.** Class Counsel shall request that the notice to the Class be mailed no later than thirty (30) days after the date on which the Preliminary Approval Order is entered by the Court. The reasonable costs of the notice program and settlement administration, including mailing costs of the mailed notice, may be paid from the \$45,000 payment referenced in Paragraph 1. To the extent settlement administration exceeds \$45,000, the costs of settlement administration shall be paid from the remainder of the Settlement Fund before any distributions are made to Representative Plaintiff or any Class Members.

Class Counsel shall use the Class Member list generated in the Lawsuit to provide to the Claims Administrator to distribute funds and mailing of the class notice.

6. **Release, Covenant Not To Sue, Bar Order And Dismissal With Prejudice.** This is a limited release related to only claims of the Class and Class Members. Upon the Effective Date, the Representative Plaintiff and all Class Members, (collectively, the “Releasing Parties”) shall forever release and discharge all claims in the Lawsuit, whether any such claim was or could have been asserted by the Class (the “Released Claims”) against Defendant and its agents, principals, employees, attorneys, assigns, successors, and insurers (collectively, the “Released Parties”).

7. **Dismissals.** The Releasing Parties shall dismiss with prejudice the Lawsuit within twenty (20) business days of the Effective Date. Such dismissal shall constitute a final judgment of the Releasing Parties’ claims against the Released Parties on the merits to which the principles of res judicata shall apply to the fullest extent of the law as to the Released Parties.

8. **Right To Terminate This Agreement.** If the Court refuses to enter a Final Order and Judgment, either party may with an Order from the Court terminate its participation in this Agreement by delivering a notice of termination to the other Parties. If either Party terminates this Agreement pursuant to this Section or Section 9, this Agreement shall be of no force or effect and all rights and defenses of the Parties shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, including placing the case on the jury roster for a trial.

9. **Termination Date Of Agreement.** The Termination Date of this Agreement shall be the earliest to occur of (i) a Party’s termination of this Agreement pursuant to Section 8 above, or (ii) the Final Order and Judgment is not affirmed on any appeal or discretionary review, and no further appeal to, or discretionary review in, any Court remains. As of the Termination Date, the provisions of this Agreement shall immediately become void ab initio and of no further force and effect and there shall be no liability under this Agreement on the part of any of the Parties.

10. **Entire Agreement.** This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties; it is not subject to any

condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Parties regarding the Lawsuit or this Agreement subject to Paragraph 9, above. This Agreement shall not be modified in any respect except by a writing executed by all parties.

11. **No Presumption Against Drafter.** This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein. The Parties agree that this Agreement shall be construed by its own terms, and not by referring to, or considering, the terms of any other settlement, and not by any presumption against the drafter.

12. **Captions And Headings.** The use of captions and headings in this Agreement is solely for convenience and shall have no legal effect.

13. **Continuing Jurisdiction And Exclusive Venue.** Except as otherwise provided in this Agreement, it is expressly agreed and stipulated that the Court of Common Pleas of Dorchester County, South Carolina, First Judicial Circuit of South Carolina, shall have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to any suit, action, proceeding, case, controversy, motion, or dispute concerning the enforcement or validity of this Agreement, whether judicial, administrative or otherwise, which may be instituted by any person, individually or derivatively. Except as otherwise provided in this Agreement, each Class Member hereby irrevocably submits to the exclusive jurisdiction and venue of the Court of Common Pleas of Dorchester County, South Carolina, First Judicial Circuit of South Carolina for such purposes.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile signatures shall be considered valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.

15. **Successors And Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Representative Plaintiff, Class Members, Class Counsel and Defendant.

16. **Governing Law.** This Agreement and all agreements, exhibits, and documents relating to this Agreement shall be construed under the laws of the State of South Carolina.

17. **Severable Agreement.** The provisions of this Agreement are intended to be severable. Should any provision be found illegal, invalid or unenforceable by any court of competent jurisdiction for any reason, it shall be severable from the remainder of this Agreement, and the remainder of this Agreement shall be unchanged and shall be read as if it did not contain the illegal or invalid provision, except that if the release herein is deemed invalid then Defendant shall have the option to void the remainder of this Agreement.

18. **No Admission Of Liability.** The Parties agree that this Agreement shall not be construed as an admission of liability or wrongdoing or breach of any duty on the part of Defendant.

19. **Notice To Parties.** All notices to the Parties required under this Agreement shall be sent by first class mail, certified mail return receipt requested, or by hand delivery to Class Counsel at the addresses set forth above or counsel for Defendant (M. Dawes Cooke, Jr. and Justin P. Novak,

P.O. Drawer H, Charleston, South Carolina 29402), as appropriate, or to later designated recipients. All notices shall be considered sent on the date of mailing.

TAMMY C. CONNOLLY, F/K/A TAMMY C.  
RICHARDSON  
Representative Plaintiff

  
\_\_\_\_\_

Dated: 1/9/2026

MCCABE, TROTTER, & BEVERLY, P.C.  
Defendant

BY: \_\_\_\_\_

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

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

Dated \_\_\_\_\_

ELECTRONICALLY FILED - 2026 Jan 15 1:48 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001  
ELECTRONICALLY FILED - 2026 Jan 16 4:16 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

P.O. Drawer H, Charleston, South Carolina 29402), as appropriate, or to later designated recipients. All notices shall be considered sent on the date of mailing.

TAMMY C. CONNOLLY, F/K/A TAMMY C. RICHARDSON  
Representative Plaintiff

\_\_\_\_\_

Dated: \_\_\_\_\_

MCCABE, TROTTER, & BEVERLY, P.C.  
Defendant

BY: D. Ryan McCabe Jr.

Printed Name: D. Ryan McCabe Jr.

Printed Title: Director

Dated 1-15-2026

ELECTRONICALLY FILED - 2026 Jan 15 1:48 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001  
ELECTRONICALLY FILED - 2026 Jan 16 4:16 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001