

**RELEASE AND SETTLEMENT AGREEMENT**

**This Release and Settlement Agreement** (“Agreement”) is entered between Participating States, VietNow National Headquarters, Inc. (“VietNow”), and Individual Directors and Officers of VietNow as listed in Paragraph F of the Recitals.

**RECITALS**

A. VietNow is an Illinois nonprofit corporation with 501(c)(19) tax-exempt status. Its address is 1835 Broadway, Rockford, IL 61104. It solicits donations in many states and is registered under the respective charitable solicitation laws of many states.

B. On or about February 24, 2017, the Michigan Department of Attorney General issued a Notice of Intended Action against VietNow alleging that VietNow violated Michigan’s Charitable Organizations and Solicitations Act by using false and misleading telemarketing solicitation scripts, diverting charitable funds donated for a specific purpose, and submitting false and inaccurate financial statements. The Notice of Intended Action alleged 16,422 violations with civil penalties of up to \$10,000 per violation.

C. On or about April 27, 2017, the California Attorney General issued an Order to Cease and Desist and Notice of Assessment of Penalties against VietNow. Among other things, the Order required that VietNow immediately cease and desist from all operations in California, including solicitation for charitable purposes. VietNow was also ordered to provide an accounting, documents and other

information. VietNow was assessed penalties of \$67,000 for violation of the California Supervision of Trustees and Fundraisers for Charitable Purposes Act.

D. The Illinois and Minnesota Attorneys General are also investigating VietNow.

E. The following twenty-seven states (“Participating States”), including those above-mentioned, have all expressed interest in VietNow’s solicitation activities in their respective states:

- a. Michigan
- b. California
- c. Illinois
- d. Minnesota
- e. Ohio
- f. Maryland
- g. Wisconsin
- h. Nevada
- i. Oregon
- j. New Hampshire
- k. Oklahoma
- l. Hawaii
- m. Iowa
- n. Maine
- o. North Dakota
- p. Connecticut
- q. Louisiana
- r. South Carolina
- s. Kansas
- t. Missouri
- u. Virginia
- v. Kentucky
- w. New Mexico
- x. Arizona
- y. Tennessee
- z. New York
- aa. Washington

The Agreement is only binding on those Participating States that have signed the Agreement. For convenience, a complete list of states that have signed the Agreement will be appended to the Agreement.

F. VietNow and its past and present individual directors and officers (“Individual Directors and Officers”) desire to resolve the allegations of Michigan and California, the pending investigations, and any other potential liability with the Participating States. For the purpose of this agreement, VietNow’s Individual Directors and Officers are the following:

- a. Joseph Lewis
- b. Steven Rucki
- c. Darrell Gilgan
- d. John W. Bates
- e. Michael V. Boorsma
- f. John A. Davis
- g. Bernard Spencer
- h. Edward Banach, Jr.
- i. Rich Sanders
- j. James M. Stepanek
- k. Terry Buscher
- l. John C. Augustynowicz
- m. Gary Eisenhower, Sr.
- n. Herbert L. Holderman

G. Concurrent with this Agreement, VietNow and its Individual Directors and Officers and the State of Illinois will enter an Agreed Order that will be filed in court in the State of Illinois, attached hereto as Exhibit A and incorporated herein by reference. The Agreed Order includes other relief against VietNow and its Individual Directors and Officers, including the appointment of a receiver to wind down the affairs of VietNow and ultimately, to dissolve it. Upon dissolution,

VietNow's remaining funds will be paid pursuant to *cy pres* to a national veterans charity or charities.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, the Participating States,<sup>1</sup> VietNow, and VietNow's Individual Directors and Officers agree as follows:

1. **Recitals**. The Recitals are incorporated herein by reference.
2. **Cooperation**. VietNow and its Individual Directors and Officers of VietNow will fully cooperate with the Participating States in any present or future investigation and/or litigation regarding any professional fund raiser(s) employed and/or otherwise retained by VietNow during the period 2011 through the present. VietNow and its Individual Directors and Officers waive any and all protections each may have under the attorney-client privilege and/or the work-product doctrine only with respect to any materials or information that the Participating States may seek regarding any professional fund raiser(s) employed and/or otherwise retained by VietNow during the period 2011 through the present.
3. **Resignation of Directors and Officers**. All Individual Directors and Officers of VietNow either have already resigned or will resign in cooperation with the Participating States and the receiver to be appointed under the Agreed Order.

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<sup>1</sup> The State of Illinois is not a signatory to this Agreement as it is filing a separate Agreed Order in the courts of Illinois resolving Illinois's claims against VietNow.

4. **Injunctive Relief Against Directors and Officers.** Individual Directors and Officers Lewis, Rucki, Sanders, and Buscher are permanently enjoined from:
  - a. Being employed by any charitable organization in any fiduciary capacity with respect to any charitable asset(s) and/or otherwise having any direct or indirect custody or control with respect to any charitable asset(s);
  - b. Holding any fiduciary position or office in any charitable organization with respect to any charitable asset(s) and/or otherwise having any direct or indirect custody or control with respect to any charitable asset(s);
  - c. Acting as a professional fundraiser as the term is defined under the laws of the Participating States;
  - d. Acting as a professional solicitor as the term is defined under the laws of the Participating States;
  - e. Serving as a co-owner, co-partner, officer, director, or agent of a professional fundraiser; and/or
  - f. Directly or indirectly soliciting, receiving or holding assets for any charitable or ostensibly charitable purpose and from acting in any fiduciary capacity with respect to charitable assets.
  
5. **Permitted Activities of the Individual Directors and Officers.**

The injunctions set forth in paragraph 4 above shall not prevent Individual Directors and Officers Lewis, Rucki, Sanders, and Buscher

from participating as a volunteer for and/or on behalf of any separate and independent not-for-profit corporation that was commonly referred to as a local chapter of VietNow prior to the entry of this Agreed Order or for any other charitable organization and/or any charitable cause provided that, in any such role, Individual Directors and Officers Lewis, Rucki, Sanders, and Buscher shall not have any direct or indirect custody or control of charitable assets at any time.

6. **Cessation of Solicitations.** VietNow has ceased or, upon execution of this Agreement, the Receiver will cease all solicitations.
7. **Payment of Investigative Costs.** The Receiver on behalf of VietNow will pay \$30,000 (“Settlement Amount”) upon execution of this Agreement.
  - a. Of the Settlement Amount, \$20,000 is to be paid to the Michigan Department of Attorney General as reimbursement for the Department’s litigation expenses, including attorney fees, personnel costs, and investigative costs; payment to the Department shall be made to the State of Michigan and shall be sent *c/o* William R. Bloomfield, Assistant Attorney General, Michigan Department of Attorney General, Corporate Oversight Division, 6th Floor, G. Mennen Williams Bldg., 525 W. Ottawa St., Lansing, MI 48933.
  - b. Of the Settlement Amount, \$10,000 is to be paid to the California Attorney General as reimbursement for the California Attorney

General's litigation expenses, including attorney fees, personnel costs, and investigative costs; payment to the California Attorney General shall be mailed to California Department of Justice, Attn: Deputy Attorney General Joseph Zimring, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

8. **Life Members and Associates.** The \$32,000 held in the Life Membership Restricted Fund, shall be divided pro rata by the 617 Life Members and distributed to the respective local chapter of each Life Member.
9. **Enforcement.** Violations of this Agreement are enforceable by each of the Participating States in their chosen forum and under their choice of law.
10. **Enforcement Costs.** Should any of the Participating States incur any costs after the execution of this Release and Settlement Agreement in requiring VietNow's and its Individual Directors' and Officers' compliance with this Agreement, the noncompliant person or entity shall be required to pay the costs of the Participating State or States.
11. **Release.** Conditioned upon compliance with the above terms, the Participating States, along with their agents, employees, members, officers, principals, successors, affiliates, representatives and assigns, hereby release, acquit and forever discharge VietNow, its Individual Directors and Officers, and VietNow's respective agents, employees, shareholders, members, principals, successors, affiliates, heirs,

representatives and assigns (collectively, “Released Parties”), of and from any and all claims, demands, actions, lawsuits, or causes of action (i) arising under the charitable solicitations laws of the Participating States or (ii) relating to transactions or occurrences which have or could have given rise to the violations alleged by Michigan and California, including without limitation, any and all Claims against any of the Released Parties actually asserted by Michigan and California, and any and all Claims against VietNow and its Individual Directors and Officers which could have been asserted (all such claims, demands, actions, lawsuits, or causes of action collectively being the “Released Claims”). Released Claims are limited to the Individual Officers’ and Directors’ work with VietNow National Headquarters, Inc., and do not include any claims known or unknown arising from the participation of the Individual Directors and Officers with any other charity. Notwithstanding the preceding release provisions, nothing in this Agreement shall release any claims, known or unknown, against any third parties retained by VietNow, including without limitation professional fundraisers, professional fundraising counsel, third party consultants, accountants, auditors, and outside counsel excluding the Law Offices of David R. Gervais.

12. **Addresses.** Contact information for VietNow follows.
  - a. VietNow National Headquarters, 1835 Broadway, Rockford, IL 61104.



- b. David R. Gervais and Carl E. Metz II, Law Offices of David R. Gervais, 4 East Terra Cotta Avenue, Crystal Lake, Illinois. Contact information for the Individual Directors and Officers is indicated by their respective signature line.
13. **Publication.** VietNow National Headquarters shall be given the opportunity to inform its membership of the appointment of a Receiver and dissolution of VietNow, prior to the entry of the Agreed Order and Interested States making public this Agreement.
14. **Miscellaneous Provisions**
  - a) The parties represent and warrant that each has the full legal right and authority to execute this Agreement and that no party has made an assignment or transfer of any claim or any right arising out of the transactions and/or occurrences relating to the claims of the Participating States.
  - b) The parties agree that any modification or revision to this Agreement must be in writing and signed by all parties to be enforceable.
  - c) The parties agree that this Agreement contains the entire agreement with regard to the matters set forth herein and that it supersedes all oral agreements, promises, warranties, representations, or understandings, if any, between the parties relating to the subject matter of this Agreement.

- d) This Agreement may be executed in counterparts, each of which shall constitute an original agreement.
- e) This Agreement shall be construed and enforced in accordance with the laws of the enforcing state.
- f) The parties agree that, upon request, they will promptly execute any additional documents necessary to effectuate the intent of the parties as set forth herein.
- g) The effective date of this Agreement shall be the last date of the signatures below.
- h) The parties agree that they have read the Agreement carefully and understand all of its terms.
- i) The parties understand and agree that they should consult with an attorney before executing this Agreement.
- j) In agreeing to sign this Agreement, the parties are doing so voluntarily and have not relied on any oral statements or explanations.

***Signatures continue on following pages.***

Execution Version

**VIETNOW NATIONAL HEADQUARTERS, INC.**, an Illinois nonprofit  
corporation

By: Joseph A. Lewis  
Joseph Lewis

Its: President

Date: 31-OCTOBER-2017

**JOSEPH LEWIS**

Joseph A. Lewis  
Date: 31-OCTOBER-2017

Address: 1983 E. CHIMNEYROCK BLVD  
CORNOVA, TN 38016

**STEVEN RUCKI**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Execution Version

**VIETNOW NATIONAL HEADQUARTERS, INC.,** an Illinois nonprofit  
corporation

By: \_\_\_\_\_  
Joseph Lewis

Its: President

Date: \_\_\_\_\_

**JOSEPH LEWIS**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**STEVEN RUCKI**

*Steven Rucki*  
\_\_\_\_\_

Date: Nov 3, 2017

Address: 3651 BUNKER HILL DR.

ALGONQUIN, IL. 60102

Execution Version

**DARRELL GILGAN**

Darrell Gilgan

Date: 10/31/2017

Address: 611 So. Goodling St  
Winnebago, IL 61088

**JOHN W. BATES**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**MICHAEL V. BOORSMA**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**JOHN A. DAVIS**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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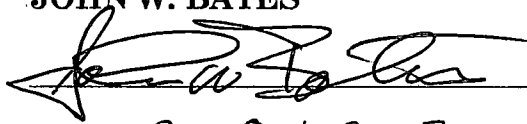
Execution Version

**DARRELL GILGAN**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**JOHN W. BATES**



Date: 30 Oct 2017

Address: 2287 Mervel Rd  
Caledonia, IL 61011

**MICHAEL V. BOORSMA**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**JOHN A. DAVIS**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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Execution Version

**DARRELL GILGAN**

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Date: \_\_\_\_\_

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**JOHN W. BATES**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**MICHAEL V. BOORSMA**

*Michael V. Boorsma*

Date: *Nov 2, 2017*

Address: *921 State St.*

*DeKalb Ill 60115*

**JOHN A. DAVIS**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Execution Version

**DARRELL GILGAN**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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**JOHN W. BATES**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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**MICHAEL V. BOORSMA**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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**JOHN A. DAVIS**

*John A. Davis*  
\_\_\_\_\_

Date: \_\_\_\_\_

Address: 126 W. TAYLOR ST.

DEKALB IL. 60115



Execution Version

**BERNARD SPENCER**



Date: 10/31/2017

Address: 1669 White Oak Trl  
Cherry Valley, IL

**EDWARD BANACH, JR.**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**RICH SANDERS**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**JAMES M. STEPANEK**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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Execution Version

**BERNARD SPENCER**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**EDWARD BANACH, JR.**

*Edward Banach Jr*

Date: 31 OCT 2017

Address: 3021 JOHN ST

EASTON, PA 18045

**RICH SANDERS**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**JAMES M. STEPANEK**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**BERNARD SPENCER**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**EDWARD BANACH, JR.**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**RICH SANDERS**

*Rich Sanders*  
\_\_\_\_\_

Date: *10/30/2017*  
\_\_\_\_\_

Address: *1811 Hickory Ln*  
*Dixon, IL 61021*  
\_\_\_\_\_

**JAMES M. STEPANEK**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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Execution Version

**BERNARD SPENCER**

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Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**EDWARD BANACH, JR.**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**RICH SANDERS**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**JAMES M. STEPANEK**

*James M. Stepanek*  
\_\_\_\_\_

Date: *10/31/17*

Address: *1111 W HARROWLANE*

*CITRUS SPRINGS, FL 34434*

Execution Version

**TERRY BUSCHER**

Terry Buscher

Date: 10-3-17

Address: 1035 WENONA AVE.

OAK PARK, IL. 60304

**JOHN C. AUGUSTYNOWICZ**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**GARY EISENHOWER, SR.**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**HERBERT L. HOLDERMAN**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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Execution Version

**TERRY BUSCHER**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**JOHN C. AUGUSTYNOWICZ**

*John C. Augustynowicz*  
\_\_\_\_\_  
Date: *11/1/19* \_\_\_\_\_

Address: *30 170 Oxford*  
*Warrenville Ill 60555*

**GARY EISENHOWER, SR.**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**HERBERT L. HOLDERMAN**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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Execution Version

**TERRY BUSCHER**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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**JOHN C. AUGUSTYNOWICZ**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**GARY EISENHOWER, SR.**

*Gary Eisenhower Sr.*

Date: 11/3/2017

Address: 463 N. TRUNCK AVE.

FREEPORT, IL 61032-3950

**HERBERT L. HOLDERMAN**

\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

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Execution Version

**TERRY BUSCHER**

\_\_\_\_\_  
Date: \_\_\_\_\_

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**JOHN C. AUGUSTYNOWICZ**

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**GARY EISENHOWER, SR.**

\_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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**HERBERT L. HOLDERMAN**

*Herbert L. Holderman*

Date: *10/30/2017*

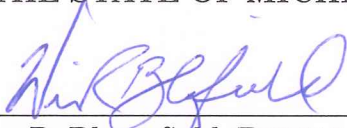
Address: *608 Zagreb Avenue  
Sycamore IL 60178*



Execution Version

**FOR THE STATE OF MICHIGAN**

By:

  
\_\_\_\_\_  
William R. Bloomfield (P68515 Michigan)  
Assistant Attorney General

Michigan Department of Attorney General  
Corporate Oversight Division  
Charitable Trust Attorney  
6th Floor, G. Mennen Williams Bldg.  
525 W. Ottawa St., Lansing, MI 48933  
bloomfieldw@michigan.gov  
(517) 373-1160

Signed October 23, 2017

Execution Version

**FOR THE STATE OF CALIFORNIA**

By: 


Joseph N. Zimring (California SBN 185916)

Deputy Attorney General  
California Department of Justice  
300 S. Spring Street, Suite 1702  
Los Angeles, CA 90013  
Joseph.Zimring@doj.ca.gov  
(213) 269-6563

Signed \_\_\_\_\_, October 26, 2017

Execution Version

**FOR THE STATE OF OHIO**

By:   
Peter M. Thomas (Ohio S.Ct. #0040887)  
Section Chief

Office of the Ohio Attorney General  
Charitable Law Section  
150 E. Gay St., 23<sup>rd</sup> Floor  
Columbus, Ohio 43215-3428  
Peter.Thomas@OhioAttorneyGeneral.gov  
614-466-3181

Signed October 23, 2017

Execution Version

**FOR THE STATE OF MARYLAND**

By: Josaphine B. Yuzuik

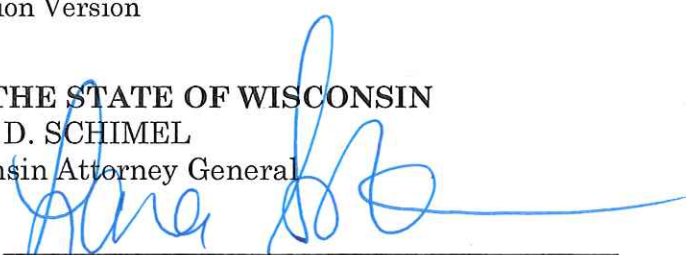
Josaphine B. Yuzuik  
Assistant Attorney General

Maryland Office of the Attorney General  
Office of the Secretary of State  
Fred L. Wineland Building  
16 Francis Street, Annapolis, MD 21401  
josaphine.yuzuik@maryland.gov  
(410) 260-3855

Signed October 27<sup>th</sup>, 2017

Execution Version

**FOR THE STATE OF WISCONSIN**  
BRAD D. SCHIMEL  
Wisconsin Attorney General

By:   
\_\_\_\_\_  
LARA A. SUTHERLIN  
Assistant Attorney General  
State Bar No. 1057096

Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
v. (608) 267-7163  
f. (608) 267-8906  
e. sutherlandla@doj.state.wi.us

Signed Oct 24<sup>th</sup>, 2017

Execution Version

**FOR THE STATE OF NEVADA**  
**ADAM PAUL LAXALT**  
Attorney General

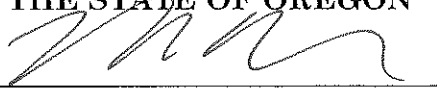
By: *Jo Ann Gibbs*  
JO ANN GIBBS (Bar No. 005324)  
Chief Multistate Counsel

State of Nevada  
Office of the Attorney General  
10791 W. Twain Avenue, #100  
Las Vegas, Nevada 89135  
702-486-3789 ph / 702-486-3283 fax  
jgibbs@ag.nv.gov

Signed *Oct 26*, 2017

Execution Version

**FOR THE STATE OF OREGON**

By: 

Mark Kleyna (145004 Oregon)  
Assistant Attorney General

Oregon Department of Justice  
Charitable Activities Section  
100 SW Market Street  
Portland, OR 97201  
mark.a.kleyna@doj.state.or.us  
(971) 673-1880

Signed October 27, 2017

Execution Version

**FOR THE STATE OF NEW HAMPSHIRE**

By:   
Thomas J. Donovan (No. 664 New Hampshire)  
Director of Charitable Trusts and Senior Assistant Attorney General

New Hampshire Attorney General's Office  
33 Capitol Street  
Concord, NH 03301  
tom.donovan@doj.nh.gov  
603-271-1288

Signed October 24, 2017



Execution Version

**FOR THE STATE OF OKLAHOMA**

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

Malisa McPherson, OBA #32070

Assistant Attorney General

Office of the Oklahoma Attorney General

Consumer Protection Unit

313 NE 21<sup>st</sup> Street

Oklahoma City, Oklahoma 73105

Malisa.mcpherson@oag.ok.gov

405-522-1015

Signed October 27, 2017

Execution Version

**FOR THE STATE OF HAWAII**

By:

  
\_\_\_\_\_  
Stacie M. Nakamura, 9573 Hawaii  
Deputy Attorney General

Department of the Attorney General  
Tax & Charities Division  
425 Queen Street  
Honolulu, HI 96813  
Stacie.M.Nakamura@hawaii.gov  
(808) 586-1477

Signed October 27, 2017

Execution Version

**FOR THE STATE OF IOWA**

By: 

Steve St. Clair (Iowa Bar No. AT0007441)  
Assistant Attorney General

Iowa Department of Justice  
Hoover Building, 2<sup>nd</sup> Floor  
1305 East Walnut  
Des Moines, Iowa 50319  
steve.stclair@iowa.gov  
(515) 281-3731

Signed October 23, 2017

Execution Version

**FOR THE STATE OF MAINE**

By: Linda Conti  
Linda Conti, Maine Bar No. 3638  
Assistant Attorney General

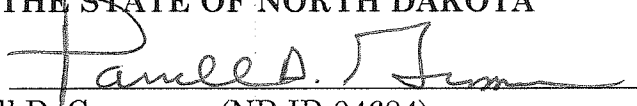
Office of the Attorney General  
6 State House Station  
Augusta, Maine 04333-0006  
Linda.conti@maine.gov  
207-626-8591

Signed October 23, 2017

Execution Version

**FOR THE STATE OF NORTH DAKOTA**

By:

  
Parrell D. Grossman (ND ID 04684)

Assistant Attorney General

Director

Consumer Protection & Antitrust Division

Office of Attorney General

Gateway Professional Center

1050 E. Interstate Ave., Suite 200

Bismarck, ND 58503-5574

pgrossman@nd.gov

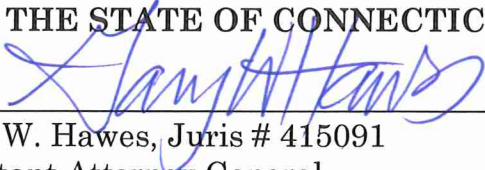
(701) 328-5570

Signed October 31, 2017

Execution Version

**FOR THE STATE OF CONNECTICUT**

By

  
\_\_\_\_\_  
Gary W. Hawes, Juris # 415091  
Assistant Attorney General

Office of the Connecticut Attorney General  
55 Elm Street, P.O. Box 120  
Hartford, CT 06141-0120  
gary.hawes@ct.gov  
T: 860-808-5020

Signed October 24, 2017

Execution Version

**FOR THE SECRETARY OF STATE OF SOUTH CAROLINA**

By: 

Shannon A. Wiley, South Carolina Bar No. 68906  
General Counsel

Secretary of State Mark Hammond's Office  
1205 Pendleton Street, Suite 525  
Columbia, South Carolina 29201  
swiley@sos.sc.gov  
(803) 734-0246

Signed October 30, 2017

Execution Version

FOR THE STATE OF KANSAS

By: Lynette R. Bakker  
Lynette R. Bakker (#22104 Kansas)  
Assistant Attorney General

Office of the Kansas Attorney General  
Consumer Protection/Antitrust Division  
120 S.W. 10th Avenue, 2nd Floor  
Topeka, KS 66612-1597  
lynette.bakker@ag.ks.gov  
(785) 368-8451

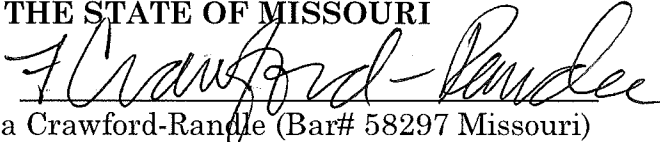
Signed October 24, 2017



Execution Version

**FOR THE STATE OF MISSOURI**

By:


  
Felicia Crawford-Randle (Bar# 58297 Missouri)  
Assistant Attorney General

Consumer Protection Division  
Missouri Attorney General's Office  
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Signed October 26, 2017

Execution Version

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Execution Version

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Execution Version

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Execution Version

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Signed Oct. 23, 2017

**List of Participating States Signing the Agreement**

1. Michigan
2. California
3. Ohio
4. Maryland
5. Wisconsin
6. Nevada
7. Oregon
8. New Hampshire
9. Oklahoma
10. Hawaii
11. Iowa
12. Maine
13. North Dakota
14. Connecticut
15. South Carolina
16. Kansas
17. Missouri
18. Kentucky
19. New Mexico
20. Tennessee
21. New York

Minnesota and Virginia are not signatories to this Settlement Agreement. Rather, they and VietNow have agreed, or will agree, to separate agreements containing similar terms that are being filed in the respective courts of each state.