



State of Rhode Island
Department of State - Business Services Division

Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

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STATE

Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE *under which entity is organized
000090093	Epiq Class Action & Claims Solutions, Inc.	Domestic Profit Corporation	Rhode Island
	Settlement Services, Inc.	Florida Profit Corporation	Florida

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:

Epiq Class Action & Claims Solutions, Inc.

which is to be governed by the laws of the state of:

Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

MAIL TO:

Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

FILED

STAMP

DEC 26 2024

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g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY	
<input type="checkbox"/> Date received (Upon filing)	12/31/2024
<input checked="" type="checkbox"/> Later effective date (see instructions)	_____
SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.	
a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2.	
b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]	
c. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.	
i) The name of the subsidiary corporation is:	
ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):	
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.	
a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.	
b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.	
SECTION IV: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.	
a. The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov.]	
SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.	
a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]	

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Epiq Class Action & Claims Solutions, Inc.

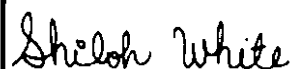
Type or Print Name of Person Signing

Shiloh White

Title of Person Signing

Assistant Secretary

Signature



Date

12/26/2024

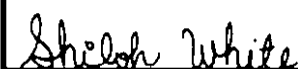
Type or Print Name of Person Signing

Shiloh White

Title of Person of Signing

Assistant Secretary

Signature



Date

12/26/2024

Type or Print Entity Name

Settlement Services, Inc.

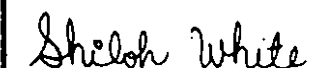
Type or Print Name of Person Signing

Shiloh White

Title of Person Signing

Assistant Secretary

Signature



Date

12/26/2024

Type or Print Entity Name

Title of Person Signing

Signature

Date

**AGREEMENT
AND
PLAN OF MERGER
SETTLEMENT SERVICES, INC.
WITH AND INTO
EPIQ CLASS ACTION & CLAIMS SOLUTIONS, INC.**

This Agreement and Plan of Merger (this "**Agreement**"), dated as of December 23, 2024, by and between Epiq Class Action & Claims Solutions, Inc., a Rhode Island corporation ("**Epiq**" or "**Surviving Corporation**") and Settlement Services, Inc., a Florida corporation ("**SSI**")

WHEREAS, the respective Boards of Directors, with consent of the shareholders of Epiq and SSI have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, SSI, in accordance with the Florida Business Corporation Act (the "**FBCA**") and the Rhode Island Business Corporation Act (the "**RIBCA**"), SSI will merge with and into Epiq, with Epiq as the surviving corporation (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that each Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Mergers.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance Section 7.1.2-1006 of the RIBCA and Chapter 607 of the FBCA, SSI, shall be merged with and into Epiq at the Effective Date (as hereinafter defined). Following the Effective Date, the separate corporate existence of SSI shall cease, and Epiq shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the RIBCA and the FBCA.

2. **Effective Date.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificates of Merger**") complying with the RIBCA and the FBCA, with the Secretary of State for the states of Rhode Island and Florida, with respect to the Merger. The Merger shall become effective December 31, 2024 (the "**Effective Date**").

(b) The Merger shall have the effects set forth in the: (i) RIBCA and FBCA. Without limiting the generality of the foregoing, from the Effective Date: (i) all the properties, rights, privileges, immunities, powers and franchises of SSI shall vest in Epiq,

as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of SSI shall become the debts, liabilities, obligations and duties of Epiq, as the Surviving Corporation.

3. **Organizational Documents.** The by-laws of Epiq in effect at the Effective Date shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the RIBCA and the FBCA, and the certificate of incorporation of Epiq in effect at the Effective Date, as amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the RIBCA.

4. **Directors and Officers.** The directors and officers of Epiq immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the RIBCA.

5. **Conversion of Securities.** At the Effective Date, by virtue of the Merger and without any action on the part of Epiq, Hilsoft or SSI, the holders of the respective shares of capital stock of Hilsoft and SSI:

(a) the respective shares of common stock of SSI (\$1.00 per share), par value (the **SSI Common Stock**"), issued and outstanding immediately prior to the Effective Date, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive one validly issued, fully paid and non-assessable share of common stock, par value \$0.0001 per share, of the Surviving Corporation (the **"Surviving Corporation Common Stock"**);

(b) each respective share of SSI Common Stock that is owned by SSI (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefore; and

(c) each share of capital stock of Epiq issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

6. **Dissenting Shares.** Notwithstanding any provision of this Agreement to the contrary, including Section 5, the respective shares of SSI Common Stock issued and outstanding immediately prior to the Effective Date and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares of Company Common Stock in accordance with the RIBCA and the FBCA (such shares being referred to collectively as the **"Dissenting Shares"** until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the RIBCA and the FBCA with respect to such shares) shall not be converted into a right to receive shares of Surviving Corporation Common Stock, but instead shall be entitled to only such rights as are granted by the: (i) RIBCA, the FBCA; *provided, however*, that if, after the Effective Date, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to the RIBCA and FBCA or, if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided the

RIBCA and the FBCA, such shares of SSI Common Stock shall be treated as if they had been converted as of the Effective Date into the right to receive Surviving Corporation Common Stock in accordance with Section 5, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares pursuant to Section 7 below.

7. **Stock Certificates.** Upon surrender, by the stockholders, of the SSI certificates (the "Certificates") that immediately prior to the Effective Date evidenced outstanding shares of Company Common Stock to Epiq for cancellation, together with a duly executed letter of transmittal and such other documents as Epiq shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Date, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to Section 5, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

8. **Submission to Service of Process.** The Surviving Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of any constituent corporation of Rhode Island, as well as the enforcement of any obligation of the Surviving Corporation arising from this merger [including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of the RIBCA and the FBCA, and, in the event registered agent cannot be properly served, irrevocably appoints the Secretary of State of Rhode Island as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Corporation at 10300 Southwest Allen Blvd, Beaverton, OR 97005

9. **Entire Agreement.** This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

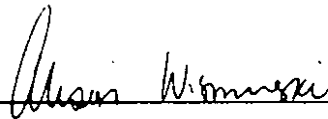
14. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Rhode Island.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**EPIQ CLASS ACTION & CLAIMS
SOLUTIONS, INC.**

By 

Name: Alison Wisniewski

Title: Chief Legal Officer & Secretary

SETTLEMENT SERVICES, INC.

By 

Name: Jason Juranek

Title Director and: Chief Financial Officer



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,

hereby certify that this document, duly executed in accordance with the provisions

of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 26, 2024 01:06 PM

A handwritten signature in black ink, reading "Gregg M. Amore".

Gregg M. Amore
Secretary of State

