IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

WILTON S. SOGG, EXECUTOR OF THE ESTATE OF JULIA SOGG INDIVIDUALLY, AND ON BEHALF OF A CLASS OF OTHERS SIMILARLY SITUATED,	
Plaintiff,	**Case No. 04CVG-8028**
v.	**JUDGE RICHARD A. FRYE**
DAVID GOODMAN, DIRECTOR OF OHIO DEPARTMENT OF COMMERCE,	
Defendant.	

AGREEMENT OF SETTLEMENT

This Agreement of Settlement ("Settlement Agreement," as defined below) is entered into by and between Plaintiff (as defined below) in this Action (as defined below) for himself and on behalf of the Class (as defined below), on the one hand, and Defendant David Goodman, Director of the Ohio Department of Commerce, on the other, in consideration of the promises, covenants, and agreements herein and intending to be legally bound.

WHEREAS, on August 3, 2004, Plaintiff commenced the Action as a putative class action asserting claims based on, *inter alia*, alleged violations of the United States and Ohio Constitutions in connection with the alleged failure to pay interest to owners of Unclaimed Funds; and

WHEREAS, the Action has been vigorously litigated by the Parties (as defined below) since its filing more than seven years ago and has resulted in one Opinion of the Ohio Supreme Court, *Sogg v. Zurz*, (2009) 121 Ohio St. 3d 449, two Opinions of the Ohio Court of Appeals, Tenth District, *Sogg v. Ohio Dept. of Commerce*, No. 06AP-883, 2007 WL 1821306 (10th Dist. June 21, 2007), and *Sogg v. Zurz,* 192 Ohio App. 3d 22 (10th Dist. 2011), and many opinions of the Court (as defined below), including *Sogg v. White*, 139 Ohio Misc.2d 58, 2006-Ohio-4223 (collectively the "Decisions"); and

WHEREAS, on February 24, 2006, the Court entered its Order certifying the Class under Ohio Rule of Civil Procedure 23(A) and (B)(2); and

WHEREAS, on February 24, 2006, the Court entered its Decision on the Applicable Statutes of Limitation dismissing the claims of those Class members whose Unclaimed Funds claims were paid without interest prior to August 3, 2000; and

WHEREAS, the Parties have engaged in extensive arms-length negotiations regarding

potential settlement of the Action; and

WHEREAS, the Plaintiff and the Defendant now desire to fully resolve and settle the claims of the Plaintiff and the Class against the Defendant as set forth herein; and

NOW, THEREFORE, without any admission or concession on the part of Plaintiff or the Class of any lack of merit of the Action and without any admission or concession on the part of the Defendant as to the merit of the Action or his defenses thereto, it is hereby stipulated and agreed, by and among the Parties, subject to approval of the Court pursuant to the Ohio Rules of Civil Procedure and as described herein, in consideration of the benefits flowing to the Parties hereto, the Class Members (as defined below), and Future Claimants (as defined below) from this Settlement Agreement, that this Action and all Released Claims (as defined below) against the Released Parties (as defined below) shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions:

1. Definitions.

As used in this Settlement Agreement, capitalized terms and phrases not otherwise defined have the meanings provided below:

1.1 "Action" shall mean the lawsuit captioned *Wilton S. Sogg v. David Goodman,* Case No. 04 CVG-8028, which was filed and remains pending and unresolved in the Franklin County, Ohio, Court of Common Pleas, and has been assigned to Judge Richard A. Frye.

1.2 "Administration and Notice Expenses" shall mean all fees, charges, costs, and expenses paid or incurred in connection with providing notice of and administering the Settlement and effecting payment to Class Members, including, but not limited to, those for or associated with printing, postage, mailing, re-mailing, skip tracing, charges, and fees of the Settlement Administrator, charges and fees of the Escrow Agent, taxes, tax returns, accounting firms, fees and expenses of the Financial Institution, and of professional advisors engaged by the Financial Institution in connection with the Escrow Account, and other activities or actions in connection with the Settlement, provided such are not indicated herein as being at Defendant's sole cost and expense.

1.3 "Attorney's Fees" means the amount awarded to Plaintiff's Counsel to compensate them for their fees, costs, and expenses in connection with investigating, prosecuting, and/or settling the Action, as provided for in Sections 8 and 10 below.

1.4 "Class" shall mean all persons or entities who filed claims for Unclaimed Funds with the Ohio Department of Commerce Division of Unclaimed Funds and who recovered Unclaimed Funds on or after August 3, 2000, until the date the Final Judgment becomes Final, but were not paid interest on such funds for any period on or after August 3, 2000.

1.5 "Class List" shall mean a complete list in electronically readable form reasonably satisfactory to Plaintiff's Counsel of all Class Members, all their known address(s), their Social

Security Numbers (as ordered by the Court), and any account/claim number(s) or other identifying designation applied by the Department of Commerce and/or any of its agents, the date or dates on which all of their Unclaimed Funds were reported or delivered to the Department of Commerce, and the date(s) and amount of all payments to them of their Unclaimed Funds.

1.6 "Class Members" shall mean Persons who are members of the Class.

1.7 "Complaint" shall mean the Amended Complaint, filed on May 24, 2005, in the Action.

1.8 "Court" shall mean the Court of Common Pleas, Franklin County, Ohio.

1.9 "Defendant" shall mean David Goodman, Director of the Department of Commerce, and any predecessor or Successor in office.

1.10 "Defendant's Press Release" shall mean a press release published by Defendant substantially in the form of the attached Exhibit E.

1.11 "Department of Commerce" shall mean the Ohio Department of Commerce, including the Department of Commerce's Division of Unclaimed Funds.

1.12 "Escrow Agent" shall mean Huntington National Bank.

1.13 "Escrow Account" shall mean the account at Huntington National Bank maintained for the purpose of holding the Settlement Fund.

1.14 "Final," when used in reference to the Settlement Agreement, shall mean the last date on which all of the following shall have occurred: (1) notice is provided to the Class in a manner and form approved by the Court; (2) the Fairness Hearing is held and the Final Judgment is entered by the Court; and (3) the Final Judgment is finally affirmed on appeal and/or is no longer subject to appeal or certiorari, and the time for any petition for reargument, appeal, or review, by certiorari or otherwise, has expired under the Ohio Rules of Civil and/or Appellate Procedure. "Final" when used in reference to any other order of the Court shall mean the date when such order is finally affirmed on appeal and/or is no longer subject to appeal or certiorari, and the time for any petition for reargument, appeal, or review, by certiorari or otherwise, has expired under the Ohio Rules of Civil and/or Appellate Procedure.

1.15 "Fairness Hearing" means the hearing to be held by the Court to make a decision pursuant to Rule 23 of the Ohio Rules of Civil Procedure as to whether this Agreement is fair, reasonable, and adequate.

1.16 "Final Judgment" means the order and the judgment to be entered by the Court, pursuant to the Ohio Rules of Civil Procedure, finally approving this Agreement and dismissing the Action as to the Released Parties on the merits and with prejudice, in the form attached hereto as Exhibit B.

1.17 "Financial Institution" shall have the meaning set forth in Section 7.1.1.

1.18 "Future Claimants" shall mean any Persons whose Unclaimed Funds are returned to them after the date of the Final Judgment.

1.19 "Net Proceeds" shall have the meaning set forth in Section 8.2.4.

1.20 "Notice Program" shall mean the actions specified by the Court in the Preliminary Approval Order under the heading Notice Program to publicize and notify Class Members regarding the Settlement and their rights in connection therewith.

1.21 "Parties" shall mean Plaintiff and the Class and Defendant.

1.22 "Person" shall mean an individual, committee, partnership, corporation, governmental entity, or any other form of entity or organization.

1.23 "Plaintiff" shall mean Wilton S. Sogg, Executor of the Estate of Julia Sogg.

1.24 "Plaintiff Compensation" shall mean a separate monetary amount Plaintiff's Counsel shall ask the Court to award or that the Court actually awards to Plaintiff from the Settlement Fund in recognition of the effort and assistance he provided in the prosecution of this Action, over and above any amounts he may otherwise receive in connection herewith. The amount Plaintiff's Counsel request shall not exceed $1,000.

1.25 "Plaintiff's Counsel" shall mean Arthur T. Susman and Glenn L. Hara, Susman Heffner & Hurst LLP; John R. Wylie and Charles R. Watkins, Donaldson Guin, LLC; and Frank DeSantis and Thomas Palmer, Thompson Hine LLP.

1.26 "Plaintiff's Press Release" shall mean a press release published by Plaintiff in substantially the form in the attached Exhibit F.

1.27 "Plaintiff Releasees" shall have the meaning set forth in Section 4.3.

1.28 "Plan of Allocation" shall mean the method of allocating and paying settlement proceeds to Class Members as set forth in Exhibit C attached hereto or as otherwise ordered by the Court.

1.29 "Preliminary Approval Order" shall mean an order in the form attached hereto as Exhibit A.

1.30 "Preliminary Motion" shall have the meaning set forth in Section 2.1.2.

1.31 "Published Notice (Division Website)" shall mean text in the form attached hereto as Exhibit G.

1.32 "Released Claims" shall have the meaning set forth in Section 4.2.

1.33 "Released Parties" shall mean Jeanette Bradley, Kimberly Zurz, Doug White, and David Goodman, as Director of the Department of Commerce, and their representatives and Successors in office, and the State of Ohio including every department, agency, instrumentality, or division of the State of Ohio and their Representatives.

1.34 "Releases" shall mean the releases set forth in Section 4.

1.35 "Representatives" shall mean representatives, attorneys, agents, directors, officers, or employees.

1.36 "Settlement" shall mean the settlement to be consummated under this Settlement Agreement.

1.37 "Settlement Administrator" shall mean Strategic Claims Services, which is an independent firm to be retained by Plaintiff's Counsel, and with the Court's approval and appointment, to undertake and implement such portions of the Notice Program as are not assigned to Defendant herein or in the Preliminary Approval Order, oversee the process of receiving, maintaining, paying, and administering the Settlement Fund in accordance with the terms of this Settlement Agreement, the Preliminary Approval Order, the Judgment, and the Plan of Allocation, when and if such agreement, order, judgment, and/or plan has been approved by the Court and is Final.

1.38 "Settlement Agreement" means this Agreement of Settlement.

1.39 "Settlement Amount" shall have the meaning set forth in Section 7.1.4.

1.40 "Settlement Fund" shall have the meaning set forth in Section 7.1.3.

1.41 "Signers" shall have the meaning set forth in Section 11.3.

1.42 "Successor" shall mean a Person's estate, legal representatives, heirs, successors, or assigns, including successors or assigns that result from corporate mergers or other structural changes.

1.43 "Unclaimed Funds" shall mean funds reported to or delivered to Defendant pursuant to the Ohio Unclaimed Funds Chapter, R.C. 169.01–169.99.

1.44 "Wagers Calculations" shall mean the best estimate of the dollar amounts due to each Class Member under the Settlement Agreement according to the Plan of Allocation, prepared by vendor Wagers & Associates at the sole cost and expense of the Settlement Fund.

2. Certain Required Actions.

2.1 Upon Execution Hereof

2.1.1 Commencing upon execution of this Settlement Agreement and continuing thereafter, Plaintiff's Counsel and Defendant shall communicate and cooperate in good faith, including by taking all actions and efforts contemplated by this Settlement Agreement and any other actions or efforts which are or may become necessary by order of the Court or otherwise to carry out this Settlement Agreement and ensure that the Final Judgment becomes Final.

2.1.2 As soon as reasonably practicable upon execution of this Settlement Agreement, and not to exceed 15 business days of execution hereof, Plaintiff will file the Preliminary Motion with the Court requesting entry of the Preliminary Approval Order.

2.2 Upon Entry of Preliminary Approval Order

2.2.1 Within 14 business days of entry of the Preliminary Approval Order, or at such other time as specified therein, Defendant shall, at his sole cost and expense (1) cause the Published Notice (Division Website) to be prominently displayed on the homepage of its website—*e.g.*, http://com.ohio.gov/unfd/ or other Internet sites maintained by Defendant—in a manner and position reasonably satisfactory to Plaintiff's Counsel; (2) cause to be added to the FAQ section of the website one or more FAQs and answers to same—*e.g.*, http://com.ohio.gov/unfd/FAQ.aspx—relating to the Settlement reasonably satisfactory to Plaintiff's Counsel; and (3) issue Defendant's Press Release. Within 14 business days after Defendant issues Defendant's Press Release, Plaintiff will issue Plaintiff's Press Release.

2.2.2 As soon as practicable upon entry of the Preliminary Approval Order, and in any event within14 business days of such entry, Plaintiff's Counsel shall, through the Settlement Administrator or such other agent(s) as they determine in their sole discretion, commence implementing such portions of the Notice Program as are required to be implemented at such time and are not assigned to Defendant.

2.2.3 The Parties shall provide any further notice in the form of, and at the time, as directed by the Court.

2.2.4 The rights of Class Members to object or be heard and otherwise in connection with the Settlement shall be as set forth in the Preliminary Approval Order.

2.2.5 As soon as practicable upon entry of the Preliminary Approval Order, Defendant shall provide or transmit the Wagers Calculations and the Class List to Plaintiff's Counsel in a form and format and in such manner as is agreed upon between Plaintiff's and Defendant's Counsel.

2.3 Following Entry of Final Judgment

2.3.1 Commencing when the Final Judgment(JW), Defendant shall pay or cause to be paid to each Future Claimant, in addition to the principal amount of his or her Unclaimed Funds, interest equal to (1) any interest that accrued on the claimed Unclaimed Funds as of July 26, 1991, under the previous versions of R.C. 169.08 and (2) the amount of interest actually earned and received by the Department of Commerce on such funds plus forty percent of the interest actually earned and received on such funds by any other Ohio agency, division, department, or governmental entity, including, but not limited to, the Ohio Housing Finance Agency, from August 3, 2000, to the date of payment, such interest to be paid to each Future Claimant with the return of the principal amount of such funds. This provision shall operate unless and until superseded by a subsequent change in Chapter 169 of the Ohio Revised Code related to the payment of interest.

2.3.2 The interest due to each Future Claimant in Section 2.3.1 shall be determined by Defendant by multiplying the principal amount of the Future Claimant's Unclaimed Funds times the applicable interest rate in effect during each period in which the Unclaimed Funds were held by Defendant determined as follows:

Fiscal Year Ending June 30	Department of Commerce Interest Rate (100%)	Other State Entity Interest Rate (40%)	Total Interest Rate Applicable to Future Claimants' Principal Amount of Unclaimed Funds
2001	1.988	0.252	2.240
2002	1.322	0.256	1.578
2003	0.613	0.216	0.829
2004	0.536	0.213	0.749
2005	0.593	0.215	0.808
2006	1.406	0.193	1.598
2007	2.021	0.166	2.186
2008	1.905	0.148	2.052
2009	1.006	0.137	1.142
2010	0.417	0.121	0.538
2011	0.165	0.098	0.263

The rates above were calculated using the "Calculation of Applicable Interest Rates and Interest due in Dollars to Sogg Class" produced in this Action on November 11, 2011, a true and correct copy of which is attached hereto as Exhibit H. First, based on Ex. H, the "Department of Commerce Interest Rate" was determined by dividing (a) the Department of Commerce Interest Earned (Column 3) by (b) the Average Monthly Gross Fund Balance (Column 2). The resulting rates are the rates earned on Unclaimed Funds by the Department of Commerce during the relevant periods.

Second, and also as based on Ex. H, the "Other State Entity Interest Rate" was

determined by adding all interest earned on Unclaimed Funds by state entities other than the Department of Commerce (Columns 4–8), dividing that total by the Monthly Gross Fund Balance, and multiplying the quotient by 0.4. The resulting rates are the rates to be used in calculating interest payable to Future Claimants attributable to earnings on Unclaimed Funds by state agencies other than the Department of Commerce during the relevant periods.

The applicable interest rates for periods after June 30, 2011, shall be determined by Defendant in the same manner as the table in this Section and as set forth above, using the same factors contained in Exhibit H and are to be calculated in a manner consistent with the manner described in the deposition testimony of David Hannan in this Action taken December 1, 2011. Defendant shall be responsible for making the necessary calculations. Defendant shall preserve all documentation relating to Ex. H and the deposition of David Hannan for the purpose of verifying whether future calculations are performed correctly.

3. Conditions to Effectiveness of the Settlement.

This Settlement shall be effective when the Court has entered the Final Judgment and the Final Judgment has become Final.

4. Releases.

4.1 Releases of the Released Parties. When the Final Judgment becomes Final, Plaintiff on behalf of himself and the Class releases and forever discharges with prejudice the Released Parties from all Released Claims, except that the release under this Section shall not include claims relating to the covenants or obligations set forth in this Settlement Agreement.

4.2 Released Claims. The Released Claims shall be any and all actual or potential, suspected or unsuspected, known or unknown, asserted or unasserted claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, and costs, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, actual or contingent, liquidated or unliquidated, that arise from or reasonably relate to Defendant's failure to return interest earned by the State of Ohio on Unclaimed Funds remitted to the Ohio Department of Commerce pursuant to R.C. 169.08(D) through the date of Final Judgment.

4.2.1 When the Final Judgment becomes Final, with respect to any and all Released Claims, the Plaintiff and the Class hereby expressly waive the provisions, rights and benefits of California Civil Code § 1542 and any provisions, rights and benefits conferred by any law of any state or territory of the United States or principle of common law which is similar, comparable or equivalent to California Civil Code § 1542, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4.2.2 The Plaintiff and Class may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff and the Class hereby fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, without limitation, conduct which is negligent, reckless, intentional, with or without malice, or breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4.3 Defendant's Releases of Plaintiff, the Class, and Plaintiff's Counsel. When the Final Judgment becomes Final, Defendant releases and forever discharges with prejudice Plaintiff, the Class, and Plaintiff's Counsel (collectively, the "Plaintiff Releasees") from any and all actual or potential, suspected or unsuspected, known or unknown, asserted or unasserted claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, and costs, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, actual or contingent, liquidated or unliquidated, that arise from or reasonably relate to the Action or the Settlement of any Released Claims, except that the release under this Section shall not include the covenants or obligations set forth in this Settlement Agreement. This paragraph does not apply to claims erroneously paid to a Class Member(s).

5. Representations and Warranties.

5.1 Plaintiff's Representations and Warranties. Plaintiff represents and warrants he has not assigned or otherwise transferred any interest in any Released Claims against any Released Parties, and agrees he will not assign or otherwise transfer any interest in any Released Claims.

5.2 Signatories' Representations and Warranties. Each Person executing this Settlement Agreement on behalf of any other Person represents and warrants to the other Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal whom such Person represents or purports to represent.

6. Compromise of Disputed Claims.

6.1 Subject to and without purporting to alter or modify the rulings in the Decisions, if and to the extent they have not already been reversed, overruled, or otherwise modified on appeal, the Parties agree that this Settlement Agreement embodies a compromise settlement of disputed claims and that nothing in this Settlement Agreement, including the furnishing of consideration, shall be deemed an admission or finding of wrongdoing or give rise to any inference of liability in this or any other proceeding. Neither the fact nor the terms of this Settlement Agreement shall be offered or received in evidence, in any action or proceeding between the Parties for any purpose, except in an action or proceeding arising under this Settlement Agreement or arising out of or relating to the Preliminary Approval Order or the Final

Judgment.

6.2 The administration and consummation of this Settlement Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement and for the purpose of entering orders providing for any Attorney's Fees and enforcing the terms of this Settlement Agreement. Neither the entry or the failure to enter, nor the finality or lack of finality, of orders respecting Attorney's Fees or Plaintiff Compensation affect the Final Judgment or prevent the Final Judgment from becoming Final. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement. Further, all Parties agree that the Court shall have jurisdiction to settle any dispute that may arise from the interpretation or implementation of this Settlement Agreement.

7. The Settlement Fund, Deliveries into the Settlement Fund.

7.1 The Settlement Fund.

7.1.1 Not later than five business days after the Court enters the Preliminary Approval Order, Plaintiff's Counsel shall, if they have not already done so, establish at a mutually agreeable federally-insured financial institution (the "Financial Institution") an Escrow Account, into which the Defendant shall cause the Settlement Amount to be deposited. Plaintiff's Counsel shall promptly notify counsel for Defendant of the date of the establishment of the Escrow Account and shall confirm the identity of the Financial Institution and the routing and account numbers of the settlement fund account and Plaintiff's Counsel and Defendant's Counsel shall facilitate execution of the Escrow Agreement set forth in Exhibit D attached hereto, if that has not already been done by the time of entry of the Preliminary Approval Order. The Escrow Agent shall maintain and control the Escrow Account, the contents of which shall be, and be deemed, in *custodia legis* of the Court and which shall remain subject to the jurisdiction of the Court.

7.1.2 All Escrow Account monies shall, to the extent practicable, be invested by the Escrow Agent exclusively in instruments backed by the full faith and credit of the United States government or fully insured by an agency thereof, including the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit, having a maturity of 180 days or less, or, if so directed in writing by Plaintiff's Counsel, the Settlement Fund shall be deposited in a non-interest bearing account fully insured by the FDIC. The Escrow Account shall be structured and managed to qualify as a Qualified Settlement Fund under Section 468B of the Internal Revenue Code and Treasury regulations promulgated thereunder and shall make tax filings and provide reports to Plaintiff's Counsel for tax purposes. The Parties shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Escrow Agent will pay from the Escrow Account any federal, state, and local taxes that may apply to income of the Escrow Account. The Financial Institution or the Settlement Administrator, as determined in conjunction with Plaintiff's Counsel, shall arrange for the preparation and filing of all tax reports and tax returns required to be filed in connection with the Escrow Account and for the payment from the Escrow Account of any taxes owed, and will send Plaintiff's Counsel and counsel for the

Defendant copies of all such filings and receipts of payment in a timely manner. The Financial Institution shall be authorized to retain a certified public accounting firm for those purposes. All taxes on the income of the Escrow Account and tax-related expenses incurred in connection with the taxation of any income earned on the Escrow Account shall be paid solely out of the Escrow Account, shall be considered a cost of administration of the Settlement, and shall be timely paid without further order of the Court. The Settlement Administrator shall arrange for the preparation and issuance of any required Forms 1099 to Persons, including Class Members receiving payments from the Escrow Account, and costs incurred in connection therewith also shall be paid solely out of the Escrow Account, shall be considered an Administration and Notice Expense, and shall be timely paid by the Escrow Account without further order of the Court. All fees and expenses of the Financial Institution, and of professional advisors engaged by the Financial Institution in connection with the Escrow Account, shall be funded solely from the Escrow Account. Except for its obligation to cooperate to the extent necessary and practicable in the production of information with respect to the identification of Class Members, as provided herein, neither Defendant nor his counsel shall have any liability, obligation, responsibility for, or involvement in the administration of the settlement set forth in this Settlement Agreement, the Escrow Account, the allocation of the Settlement Amount, or the review or challenging of claims of the Class Members or those purporting to be Class Members, except that Defendant will reasonably cooperate with the Settlement Administrator and Plaintiff's Counsel in providing additional information necessary for the administration of the Settlement Fund.

7.1.3 When the Final Judgment becomes Final, the amounts in the Escrow Account, including any accrued interest or earnings, shall become the "Settlement Fund," which shall be and be deemed (a) a common fund created as a result of this Action and (b) the sole and exclusive property of Plaintiff and the Class. Plaintiff's Counsel shall designate at least one person with signature authority over the Escrow Account (the "Signer(s)"), who shall direct the Financial Institution to make distributions from the Settlement Fund only in accordance with this Settlement Agreement. For the avoidance of doubt, the Financial Institution shall be instructed that, absent a Court order, no funds are to be paid or withdrawn from the Settlement Fund except pursuant to Section 8 of this Settlement Agreement (and the Sections of this Settlement Agreement explicitly cross-referenced therein) or, upon termination of this Settlement Agreement, pursuant to Section 9 of this Settlement Agreement.

7.1.4 The Settlement Amount. Defendant will cause to be deposited into the Escrow Account within fourteen (14) business days after entry of the Preliminary Approval Order, the aggregate sum of thirteen million, eight hundred thousand dollars ($13,800,000) in United States currency and in immediately available funds, which reflects the agreed-upon "Settlement Amount" of fifteen million dollars ($15,000,000) minus the one million, two hundred thousand dollars ($1,200,000) previously paid by Defendant to Plaintiff's Counsel pursuant to the Court order of December 22, 2009. Upon the Final Judgment becoming Final, the Settlement Fund shall be allocated and distributed as required hereunder pursuant to the Plan of Allocation or as the Court may otherwise direct. Such Plan of Allocation is a matter separate and apart from this Settlement Agreement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement set forth in this Settlement Agreement. If the Final Judgment does not become Final or this Settlement is

terminated for any reason, the funds in the Escrow Account or the Settlement Fund, as the case may be, and subject to Sections 8.1 and 9.2.1 describing certain amounts that are not to be repaid, shall be repaid to Defendant.

7.1.5 If the Final Judgment has not been entered by May 31, 2012, Defendant shall, at such time as the Final Judgment becomes Final, make an additional deposit into the Escrow Account in an amount equal to the amount earned by the Department of Commerce on Unclaimed Funds returned to Class Members after May 31, 2012, until the Final Judgment becomes Final, plus forty percent of the interest earned by any other Ohio agency, division, department, or governmental entity, including the Ohio Housing Finance Agency, on such funds, as determined by use of the method specified in Section 2.3.2, above.

8. Payments From the Settlement Fund.

8.1 Expenses of Escrow Agent, Notice Program, and Settlement Administrator. After the Preliminary Approval Order is entered, the Escrow Agent shall, pursuant to the terms of the Preliminary Approval Order and upon written direction of Arthur T. Susman, or if he is unable to act, John R Wylie, or if he is unable to act, Charles R. Watkins, make appropriately timed disbursements from the Escrow Account in amounts sufficient to defray and timely satisfy payment of Administration and Notice Expenses not to exceed $600,000 in the aggregate without further order of the Court. Neither Plaintiff nor Plaintiff's Counsel shall have any obligation to pay, make good, or reimburse these amounts or costs under any circumstances, whether or not the Settlement Agreement is terminated or the Final Judgment does not become Final, such costs or expenses being the sole responsibility of Defendant

8.2 Disbursements from Settlement Fund After Final Judgment. After the Final Judgment becomes Final, Arthur T. Susman, or if he is unable to act, John R. Wylie, or if he is unable to act, Charles R. Watkins, shall direct the Financial Institution to disburse money from the Settlement Fund as follows and in the following order:

8.2.1 For Attorney's Fees, Costs, and Expenses. As provided in Section 10 herein.

8.2.2 For Plaintiff Compensation. As provided in Section 10 herein.

8.2.3 For Taxes (If Any) and Administration and Notice Expenses. As provided in Section 10 herein.

8.2.4 For Payment to Class Members in Accordance With the Plan of Allocation: All funds remaining in the Settlement Fund after the payments called for in Sections 8.2.1 through 8.2.3 ("Net Proceeds") shall, upon written direction to the Financial Institution by Arthur T. Susman, or if he is unable to act, John R. Wylie, or if he is unable to act, Charles R. Watkins, be paid out and distributed in accordance with such Plan of Allocation as the Court has ordered. Subject to the supervision, direction, and approval of the Court, the Settlement Administrator shall administer, calculate, and oversee the distribution of the Net Proceeds, as

directed in the Plan of Allocation. No Person shall have any Claim against the Released Parties or their respective counsel, with respect to or arising out of any distributions or lack thereof made under the Plan of Allocation, this Agreement, or orders of the Court.

9. Termination of the Settlement Agreement.

9.1 Termination. This Settlement Agreement may not be terminated by the Parties except as provided in this Section, and in no instance may this Settlement Agreement be terminated after entry of Final Judgment. This Settlement Agreement shall terminate if (a) the Court declines to approve the Settlement or declines to enter the Final Judgment; or (b) the Final Judgment entered by the Court is reversed or modified on appeal. This Settlement shall not terminate solely because a court of competent jurisdiction modifies, reverses, or fails to enter any order relating to Attorney's Fees, expenses, or Plaintiff Compensation.

9.2 Consequences of Termination of the Settlement Agreement. If the Settlement Agreement is terminated, the following shall occur:

9.2.1 Within five business days after the date of termination of the Settlement Agreement, counsel for the Defendant shall notify the Financial Institution in writing, with contemporaneous copy to Plaintiff's Counsel, to return all assets of the Escrow Account or the Settlement Fund, as the case may be, with all net income earned thereon, after deduction of any amounts incurred for the Settlement Notice and Administration and the expenses charged by the Escrow Agent, directing the Financial Institution to effect such return within ten business days after such notification. Prior to the return of amounts contemplated by this Section, the Escrow Agent shall withhold funds sufficient to satisfy all tax obligations on income earned on the Settlement Fund prior to its distribution as set forth in Section 7 and shall pay them to the appropriate tax authorities as directed by the Defendant, and the Defendant shall have no past, present, or future liability whatsoever for any such tax obligations. Plaintiff and Plaintiff's Counsel shall have no obligation to pay or reimburse Defendant or the Settlement Fund any expenses or costs incurred in connection with the Escrow Agent, Notice Program, and/or Settlement administration, which shall be and remain at all times the sole responsibility of the Defendant.

9.2.2 The Action shall for all purposes with respect to the Parties revert to its status as of December 1, 2011, provided Defendant shall receive no refund, repayment, or payment of Administration and Notice Expenses previously paid or incurred.

9.2.3 All provisions of this Settlement Agreement shall be null and void, except as otherwise provided herein.

10. Attorney's Fees, Costs, and Expenses and Plaintiff Compensation.

10.1 Application for Attorney's Fees, Costs, and Expenses. Plaintiff's Counsel shall apply to the Court for an award to Plaintiff's Counsel of Attorney's Fees and for reimbursement

of their costs and expenses, to be paid as the Court directs from the Settlement Fund, provided no fees, costs, or expenses shall be paid by Defendant or any Released Party.

10.2 Disbursement of Attorney's Fees, Costs, and Expenses. Following the latter of (a) the order or orders allowing payment of Attorney's Fees, costs, and expenses becoming Final and (b) the date the Final Judgment becomes Final, Arthur T. Susman or, if he is unable to act, John R. Wylie, or, if he is unable to act, Charles R. Watkins, may instruct the Financial Institution in writing to disburse, and Plaintiff's Counsel may thereafter receive the payment or payments authorized by the Court for Attorney's Fees and reimbursement of costs and expenses, which the Parties agree shall include a credit or deduction in the amount of $1.2 million for the interim award of attorneys' fees paid to Plaintiffs' Counsel pursuant to the December 22, 2009, Order of the Court.

10.3 Plaintiff's Counsel may make a supplemental application to the Court for an additional award of fees and expenses with respect to post-settlement activities, proceedings, and administration, and any such award shall be payable as the Court directs, provided, however, that in no event shall payment be required from Defendant or any Released Party.

10.4 Plaintiff Compensation. Plaintiff may apply to the Court for Plaintiff Compensation, payable solely from the Settlement Fund. Plaintiff shall be entitled to receive such payments as are awarded by the Court from the Settlement Fund.

10.5 Disbursement of Plaintiff Compensation. Following the latter of (a) the entry of one or more orders allowing payment of Plaintiff Compensation, and (b) the date that the Final Judgment becomes Final, Arthur T. Susman or, if he is unable to act, John R. Wylie, or, if he is unable to act, Charles R. Watkins, may instruct the Financial Institution in writing to disburse, and Plaintiff may thereafter receive, the payment or payments authorized by the Court for Plaintiff Compensation.

10.6 Defendant and Released Parties shall have no responsibility for or liability whatsoever with respect to the payment or allocations of Attorney's Fees to or among counsel for the Class and/or any other person. The Released Persons shall have no other or further obligation to pay any Class Member or Plaintiff's Counsel for fees or expenses in connection with the Action or this Settlement Agreement, except as expressly provided for in this Settlement Agreement. The Court's decision to grant in whole or in part the application by Plaintiff's Counsel for Attorney's Fees and costs and expenses are not conditions of the Settlement Agreement or to entry of the Final Judgment. The request for Attorney's Fees and costs and expenses is to be considered by the Court separately from the Court's consideration of whether the Settlement is fair, reasonable, adequate, and in the best interest of the Class. Any order or proceedings relating to any request by Plaintiff's Counsel for Attorney's Fees or any appeal from any order or proceedings relating thereto shall not affect the validity or finality of the proposed Settlement, operate to terminate or cancel the Settlement Agreement, and/or affect or delay the finality of this Settlement Agreement or the finality of the Final Judgment approving the Settlement. No Party may terminate this Settlement Agreement or the Settlement based on this

Court's or any court's ruling with respect to the application of Attorney's Fees. Defendant does not consent to the payment of Attorneys' Fees, except as may be required by order of the Court.

11. Miscellaneous Provisions.

11.1 Unpaid Funds. If any funds remain in the Settlement Fund after the time specified in the Plan of Allocation, Plaintiff shall apply to the Court for an order regarding disposition of same. In no event shall any such funds be paid or revert to Defendant or any department, agency, or division of the State of Ohio.

11.2 Governing Law. This Settlement Agreement shall be governed by the laws of the State of Ohio without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

11.3 Amendment. The Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties and approved by the Court, except the Signers may extend deadlines set forth herein as reasonably necessary to consummate this Settlement.

11.4 Waiver. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

11.5 Construction. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

11.6 Headings. The headings of this Settlement Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

11.7 Singular and Plural. Definitions apply to the singular and plural forms of each term defined.

11.8 Gender. Definitions apply to the masculine, feminine, and neutral genders of each term defined.

11.9 References to a Person. References to a Person are also to the Person's Successors.

11.10 Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

11.11 Further Assurances. Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver such documents and take such actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

11.12 Notices. Any notice, demand, or other communication contemplated under this Settlement Agreement (other than notices in connection with the Notice Program, or other notice given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and delivered by both (i) email and (ii) registered or certified mail (postage prepaid) or delivered by reputable express overnight courier:

IF TO PLAINTIFF:

Arthur T. Susman
Glenn L. Hara
Susman Heffner & Hurst LLP
30 N. LaSalle St., Ste. 1210,
Chicago, IL 60602
(312) 346-3466
Email: asusman@shhllp.com
Email: ghara@shhllp.com

John R. Wylie
Charles R. Watkins
Donaldson Guin LLC
300 South Wacker Drive, Suite 1700A
Chicago, IL 60606
(312) 878-8391
Email: johnw@dglawfirm.com
Email: charlesw@dglawfirm.com

IF TO DEFENDANT:

William J. Cole
Assistant Attorney General - Executive Agencies
Office of Ohio Attorney General Mike DeWine
30 E. Broad Street, 26th Floor
Columbus, OH 43215
(614) 466-2980
Email: William.Cole@OhioAttorneyGeneral.gov

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

11.13 Entire Agreement. This Settlement Agreement contains the entire agreement among the Parties relating to this Settlement. It specifically supersedes any settlement terms or settlement agreements that were previously agreed upon orally or in writing.

11.14 Counterparts. This Settlement Agreement may be executed by exchange of originals or faxed or scanned and emailed executed signature pages, and any signature transmitted by facsimile or email for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

11.15 Binding Effect. This Settlement Agreement binds and inures to the benefit of the Parties hereto and the Class Members, their administrators, executors, and Successors.

11.16 Employment of Agents and Contractors. With respect to any actions or activity necessary to the consummation hereof, other than Court appearances and pleadings, Plaintiff's Counsel shall be permitted to employ the services of one or more agents such as, without limitation, accountants, clerical personnel, actuaries, and the Settlement Administrator.

IN WITNESS WHEREOF, the Parties, through their counsel, have executed this Settlement Agreement on the dates set forth below.

SUSMAN HEFFNER & HURST LLP

Dated: June 4, 2012

By: Arthur T. Susman (JRW)

Arthur T. Susman
30 N. LaSalle St., Ste. 12010
Chicago, IL 60602
(312) 346-3466
Email: asusman@shhllp.com

DONALDSON GUIN LLC

Dated: June 4, 2012

By: John R. Wylie

John R. Wylie
300 South Wacker Drive, Suite 1700A
Chicago, IL 60606
(312) 878-8391
Email: johnw@dglawfirm.com

Counsel for Plaintiff and the Class

OHIO DEPARTMENT OF COMMERCE

Dated: June 4, 2012

By: David Goodman / Asst. Dir.

David Goodman
Director

OHIO ATTORNEY GENERAL
MICHAEL DEWINE

Dated: June 4, 2012

By: _____

William J. Cole
Assistant Attorney General
Executive Agencies Section
30 East Broad Street, 26th Floor
Columbus, OH 43215
(614) 466-2980
Email:William.Cole@OhioAttorneyGeneral.gov

Counsel for Defendant

EXHIBIT A

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

WILTON S. SOGG, EXECUTOR OF THE ESTATE OF JULIA SOGG INDIVIDUALLY, AND ON BEHALF OF A CLASS OF OTHERS SIMILARLY SITUATED,	
***Plaintiff*,**	**Case No. 04CVG-8028**
	Hon. Richard A. Frye
v.	
DAVID GOODMAN, DIRECTOR OF OHIO DEPARTMENT OF COMMERCE,	
Defendant.	

ORDER PRELIMINARILY APPROVING AGREEMENT OF SETTLEMENT AND AUTHORIZING NOTICE TO THE CLASS

WHEREAS, all capitalized terms contained herein and not otherwise defined herein shall have the same meaning as defined in the Agreement of Settlement ("Settlement Agreement") attached hereto as Exhibit A;

WHEREAS, this Action is currently pending and unresolved before this Court;

WHEREAS, the Action was filed as a putative class action and the Court previously certified it as a class action; and

WHEREAS, the Parties to the Settlement Agreement have applied, pursuant to Rule 23(E) of the Ohio Rules of Civil Procedure, for an order preliminarily approving the Settlement Agreement, which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the issues remaining in theAction against the Defendant, and dismissal of the Action on the terms and conditions set forth therein, and the Court has read and considered the Settlement Agreement and the exhibits annexed thereto and such additional submissions in connection therewith as the Parties have made;

Preliminary Approval

1. The Court hereby preliminarily approves the Settlement set forth in the Settlement Agreement as being fair, reasonable, and adequate and in the best interest of Plaintiff and the Class and preferable to the continued time commitments, delays, expenses, and risks of further litigation and further preliminarily approves the Plan of Allocation.

2. Hearing on attorney fees and Fairness Hearing.

a. At the hearing June 4, 2012, the Court inquired of representatives of Defendant as to whether they would take any position on the attorney fee and expenses claim by counsel for the Rule 23 class. The Court was advised, in substance, "that depends." The Court allowed time for counsel to consult one another but has now been advised that the Defendant may wish to actively participate in the Court's consideration of a fee and expense award. Apparently that is true even though the magnitude of fees and expenses will neither increase nor decrease the settlement fund.

b. The Court invites the parties or any others filing commentary on the fee application to consider the recent empirical study of published state and federal decisions from 1993 through 2008. Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees and Expenses in Class Action Settlements: 1993-2008*, Jl. Empirical Legal Stud. 248 (June 2010).

c. Plaintiff's Counsel shall serve and file their motion for attorney fees and expenses no later than Tuesday, July 31, 2012. Responses by defense counsel *and* any class members or their counsel who care to comment must be filed with the Court no later than Tuesday, August 21, 2012. Evidence on this motion (or in opposition) shall be submitted by written affidavit. The fee application and any objections will be argued in open court on Wednesday, September 5, 2012, at 10:00 a.m. Absent exceptionally good cause no oral

testimony will be accepted.

d. Any written objections to the requested attorney fee and expenses must not only be filed with the Court by August 21, 2012, but must also be contemporaneously transmitted by first class mail or electronic means to counsel for both parties. Objectors who are class members must plainly state their individual concerns, and provide the background for them including their anticipated individual share of the settlement fund or facts from which their monetary interest in the matters can readily be determined (*i.e.*, Objectors *must specify*the name of the original property owner; the name(s) of the person(s) who claimed the funds (the claimant(s)); the claimant's address at the time of claim payment and the claimant's current address, if different; the dollar amount the claimant was paid; and the approximate date the claimant was paid.

e. Objections will *not* be considered, in writing or orally at the September 5 hearing, unless preceded by a written filing completed by August 21. Objectors meeting the deadline for written submission may attend and participate in the September 5 hearing in person or through counsel if they choose, subject to the court's responsibility to fairly allocate and manage the time available on September 5.

f. The attorney fees and expenses application by Plaintiff's Counsel is obviously premised upon confirmation of the proposed settlement on or after September 6, discussed below. If final settlement is not approved the fees and expenses application will be moot.

g. The parties shall publicize the deadline for objecting, and the date of the hearing on fees and expenses for the benefit of class members, as part of the overall notice being given.

h. Civ. R. 23(E) provides that a class action may not be compromised without the approval of the court, coupled with notice of the proposed compromise given to all class members in such manner as the court directs. The Court hereby approves the several forms of notice to class members submitted by the parties. The parties shall proceed with such notices in a timely manner pursuant to Section 4, below.

i. The Fairness Hearing on this proposed settlement is scheduled for Thursday, September 6, 2012, at 1:30 p.m. in Courtroom 5F at the Common Pleas Court of Franklin County, Ohio, 345 South High Street, Columbus, Ohio 43215, to determine: (a) whether the proposed Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Class; (b) whether the Court should grant final approval of the Settlement; (c) whether a Final Judgment (as provided in the Settlement Agreement) should be entered; and (d) whether to approve the Plan of Allocation to distribute the Net Proceeds among the Class Members.

j. Any person, including class members or their attorneys, objecting to this proposed settlement, in whole or in part, must file a *written* objection no later than the close of business on Monday, August 27, 2012, failing which objections will not be considered, orally or in writing, at the September 6 hearing. Class members or their representatives timely meeting this August 27 deadline will be heard at the September 6 hearing if they choose to attend in person, subject to the Court's responsibility to fairly allocate and manage the time available for all parties and objectors, if any.

k. Any written objections to the proposed settlement must not only be filed with the Court by August 27, but must also be contemporaneously transmitted by first class mail or electronic means to counsel for both parties. Objectors must plainly state their individual concerns, and the background for them including their anticipated individual share of the

settlement fund or facts from which their monetary interest in the matters can readily be determined (*i.e.*, Objectors *must specify*the name of the original property owner; the name(s) of the person(s) who claimed the funds (the claimant(s)); the claimant's address at the time of claim payment and the claimant's current address, if different; the dollar amount the claimant was paid; and the exact date or the approximate date the claimant was paid. In addition, objectors also *should provide* the unclaimed funds claim number and any property identification numbers, if known).

l. Class members shall be advised in notices that they should *not* contact the Court relative to either the attorney fees and expenses application, or the final approval of settlement, except in conformity with this order. Counsel shall also make clear in such notices that, due to electronic filing rules of the Clerk of Franklin County Common Pleas Court, filings normally are required to be made electronically. Objectors should therefore not wait until the last minute, in order to assure they can comply with the Clerk's requirements for electronic filing. For further information on E-filing requirements class members or others should consult the Clerk of this Court.

3. The Court approves the Notice Program, as set forth below, and directs its implementation, as to form and content, and finds that its implementation substantially in the manner set forth below in this Order constitutes valid, due, and sufficient notice to the Class, complying fully with any and all applicable requirements of Rule 23 of the Ohio Rules of Civil Procedure, the Ohio Constitution, the Constitution of the United States, and any other applicable laws.

4. Notice Program:

a. **Press Releases.** Within 14business days of the Court's entry of the

Preliminary Approval Order, Defendant shall issue the Defendant's Press Release, attached hereto as Exhibit G, and Plaintiff shall issue the Plaintiff's Press Release, attached hereto as Exhibit H, within 14 business days thereafter.

b. **Published Notice (Division Website).** Within 14business days of the Court's entry of the Preliminary Approval Order, Defendant shall cause to be prominently displayed on the website of the Ohio Department of Commerce Division of Unclaimed Funds at http://www.com.ohio.gov/unfd/ ("Division Website"), in a manner and location reasonably satisfactory to Plaintiff's Counsel, content in the form of the Published Notice (Division Website), attached hereto as Exhibit B, which Published Notice (Division Website) shall contain a link to the Settlement Website and to the Court's website for access to Court filings in this Action, and which shall remain posted on the Division Website until the Fairness Hearing, after which the Parties shall confer regarding and attempt in good faith to agree upon such modifications to the Published Notice (Division Website) as are appropriate in light of the fact that while the Fairness Hearing has occurred, Class Members may still benefit from information regarding the Action and their rights in connection therewith and further shall attempt in good faith to agree on how long such modifications shall remain displayed. If the Parties cannot agree on modified wording and content within seven days after the Fairness Hearing, the Parties shall so advise the Court and the matter will be resolved by the Court.

c. **Frequently Asked Questions ("FAQ").** Within 14business days of entry of this Order, Defendant shall add to the "Frequently Asked Questions" ("FAQs") section of the Division's website, where it shall remain until the Fairness Hearing, question(s) and answer(s) in the form attached hereto as Exhibit C, which is agreeable to both Plaintiff's Counsel and Defendant's Counsel, regarding the Settlement, its implementation, Class Members' rights

thereto, and the date, time and location of the Fairness Hearing. After the Fairness Hearing, the Parties shall confer regarding and attempt in good faith to agree upon such modifications to the FAQs as are appropriate, and further shall attempt in good faith to agree on how long such modifications shall remain displayed. If the Parties cannot agree on modified wording and content within seven days after the Fairness Hearing, the Parties shall so advise the Court and the matter will be resolved by the Court.

d. **Settlement Website and toll free telephone number.** Within 10 business days of entry of this Order,Plaintiff's Counsel shall cause to be created a Settlement Website (which may be located within the Settlement Administrator's website,http://www.strategicclaims.net), and cause to be posted on same the following documents: the Amended Complaint in the Action; the Opinion of the Ohio Supreme Court, *Sogg v. Zurz*, 121 Ohio St. 3d 449, 2009-Ohio-1526; the Opinions of the Ohio Court of Appeals, Tenth District, *Sogg v. Ohio Dept. of Commerce*, No. 06AP-883, 2007-Ohio-3219,2007 WL 1821306 (10th Dist.), and *Sogg v. Zurz*, 192 Ohio App. 3d 22, 2011-Ohio-81 (10th Dist.); this Court's order and judgment on unconstitutionality of the statute, *Sogg v. White*, 139 Ohio Misc.2d 58, 2006-Ohio-4223 (C.P.); the Settlement Agreement with Exhibits; an executed copy of the Preliminary Approval Order; and the text of the Published Notice (Division Website). The Settlement Website will also contain the Full Settlement Notice, attached hereto as Exhibit D, which will inform Class Members of their rights with respect to the Settlement; the means and time to object to or contest the Settlement, Plaintiff's Counsel's petition for attorneys' fees, the petition for Plaintiff Compensation, and the Plan of Allocation; the means for Class Members to access instructions for filing objections electronically; the date and time of the Fairness Hearing; the Division website, and the toll-free telephone number to call with questions. The Settlement

Administrator shall cause to be established a toll-free telephone number that Class Members may call to obtain information about the Settlement. Any questions received at such number that cannot be adequately responded to by the Settlement Administrator shall be referred to Plaintiff's Counsel for response.

e. Within fourteen (14) business days of the Court's entry of the Preliminary Approval Order, Defendant shall cause all employees or agents of the Ohio Department of Commerce Division of Unclaimed Funds who are expected to regularly come into contact with the public or Class Members to be fully advised in regard to the Settlement and to advise members of the Class or public who inquire regarding the Settlement that they may visit the Settlement Website described in paragraph 4.d., hereof;

f. Following entry hereof, and as part of its regular Ohio Revised Code Chapter 169 newspaper publication program regarding unclaimed funds, at Defendant's sole cost and expense, and in a size and manner reasonably acceptable to Plaintiff's Counsel, Defendant shall cause to be published notice in the form attached hereto as Exhibit E, in any newspapers that it publishes in before the date set for the Fairness Hearing.

g. As soon as reasonably practicable after the Court has entered this Order, the Settlement Administrator shall prepare the "Mailing List." To prepare the Mailing List, the Settlement Administrator shall first determine for each Class Member on the Class Listhis address as reported by Defendant on the Class List and his Gross Pro Rata Share of the Settlement Amount. The Settlement Administrator shall determine such Gross Pro Rata Share by:

i. Determining an Individual Gross Settlement Amount by multiplying the amount ofthe individual Class Member's Unclaimed Funds held by Defendant

(as reported by Defendant on the Class List) by the interest rate(s) applicable to the periods such Unclaimed Funds were held by Defendant, as shown in the chart of interest rates that follows labeled "Applicable Interest Rates." For fiscal year 2012, the interest rate shall for these purposes be deemed 0.410, which is the same rate as fiscal year 2011;

ii. Totaling all Individual Gross Settlement Amounts to arrive at the Total Gross Settlement Amount;

iii. Dividing each Individual Gross Settlement Amount by the Total Gross Settlement Amount to arrive at the Individual Gross Percentage; and

iv. Multiplying the Individual Gross Percentage by the Total Gross Settlement Amount to arrive at the Gross Pro Rata Share for each Class Member.

v. In an effort to minimize the number of Post Card Notices and check mailings to any Class Member, to the extent reasonably practicable, multiple items of Unclaimed Funds for any Class Member shall be aggregated for purposes of the foregoing computations and in connection with the Plan of Allocation.

The Settlement Administrator shall then remove from the Class List all Class Members whose Gross Pro Rata Share is less than $5 to create the Mailing List. The Settlement Administrator shall then establish the addresses to be used for the Initial Mailing defined below for all Class Members not so removed from the Class List as follows: (a) Defendant shall provide, in such form and manner as the Settlement Administrator may reasonably request, all updated or corrected addresses it has for Class Members; (b) the Settlement Administrator shall cause a commercially reasonable "skip trace" to be performed on the address of every Class Member not so removed from the Class List and take such other steps to verify such Class Members' addresses as the Settlement Administrator deems reasonable and appropriate,

considering the costs and likely efficacy of such steps; and (c) the Settlement Administrator shall use the address information so obtained in (a) and (b) of this paragraph to update the addresses on the Class List.

The Settlement Administrator shall thereupon mail to each Class Member on the Mailing List a Post Card Notice in the form attached hereto as Exhibit F, first-class postage prepaid, at the most current address the Settlement Administrator has for such Class Member ("Initial Mailing"). The Settlement Administrator shall complete the Initial Mailing at least 45 days before the date for the Fairness Hearing set forth in this Order. The Settlement Administrator shall retain a record of each Post Card Notice mailed and returned as undeliverable, and of any forwarding addresses supplied for undeliverables as a result of the Initial Mailing. In addition, Defendant shall update the Settlement Administrator with respect to any new or updated addresses for Class Members that come into its possession after the entry hereof.

Applicable Interest Rates

Fiscal Year Ending June 30	Applicable Interest Rate
2001	2.617
2002	1.962
2003	1.154
2004	1.068
2005	1.131
2006	1.888
2007	2.435
2008	2.274
2009	1.347
2010	0.720
2011	0.410
2012	0.410

h. Not less than five (5) days before the Fairness Hearing, the Parties shall file with the Court a statement of compliance regarding implementation of the Notice Program.

5. Any payments and actions which, to effectuate the Settlement, must occur before entry of Final Judgment shall be carried out and paid as set forth in the Settlement Agreement.

Franklin County Court of Common Pleas

Date: 06-28-2012

Case Title: WILTON S SOGG EXEC -VS- OHIO STATE DEPT COMMERCE DIRECTOR JEANNE

Case Number: 04CV008028

Type: ORDER

It Is So Ordered.



/s/ Judge Richard A. Frye

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

WILTON S. SOGG, EXECUTOR OF THE ESTATE OF JULIA SOGG INDIVIDUALLY, AND ON BEHALF OF A CLASS OF OTHERS SIMILARLY SITUATED,	)	
Plaintiff,	)	**Case No. 04CVG-8028**
v.	)	
DAVID GOODMAN, DIRECTOR OF OHIO DEPARTMENT OF COMMERCE,	)	
Defendant.	)	

ORDER AND FINAL JUDGMENT

This matter having come before the Court on the application of Plaintiff, the Class, and the Defendant, for approval of the Settlement set forth in the Agreement of Settlement ("Settlement Agreement") and the exhibits annexed thereto, and on Plaintiff's Counsel's requests for Attorney's Fees and Plaintiff Compensation for the Plaintiff and for approval of the Plan of Allocation, the Court having considered all papers filed and proceedings had herein, including the Fairness Hearing held on September 6, 2012, and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. For purposes of this Final Judgment, the Court adopts and incorporates herein the Settlement Agreement, including the Definitions set forth therein.

2. This Court has jurisdiction over the subject matter of this litigation, and over all Parties, including all Class Members.

3. The Court hereby approves the Settlement set forth in the Settlement Agreement, as well as the Plan of Allocation preliminarily approved previously, finding that said Settlement

and Plan of Allocation are, in all respects, fair, reasonable, adequate, and in the best interests of the Class and Class Members, in accordance with Rule 23 of the Ohio Rules of Civil Procedure, and directs implementation of all their terms and provisions.

4. The Court finds that the Settlement embodied in the Settlement Agreement and the Plan of Allocation is fair, reasonable, and adequate based on, *inter alia*, its familiarity with the Action and negotiations and the claims and defenses thereto, and upon the following findings of fact, conclusions of law, and determinations of mixed fact/law questions which also are applicable to Plaintiff's Counsel's motion for Attorney's Fees:

A. The Action was at all times litigated against the Defendant in a competent, vigorous, and contested manner. The Plaintiff and Plaintiff's Counsel provided zealous and skillful representation to the Class, and are experienced and knowledgeable, in particular as to the law and facts that underlie the claims in this Action. The Defendant likewise was vigorously represented by skilled and knowledgeable counsel.

B. The Settlement Agreement was negotiated vigorously and at arm's-length by and between the Plaintiff on behalf of the Class, the Defendant, and their respective counsel.

C. The Plaintiff and the Class faced a risk that they would not prevail against the Defendant and that class certification could be denied, that the relief to which they were entitled would be found to be less than they requested, or that one or more of the defenses asserted by the Defendant could be sustained in this Court or on appeal.

D. This case settled only after extensive factual and legal research and investigation and discovery, at a time when both Plaintiff and the Defendant were well positioned to evaluate the settlement value of the Action, as well as the risks of continued litigation.

E. If the Settlement had not been achieved, both Plaintiff and the Class and the Defendant faced the expense, risk, and uncertainty of continued litigation in this Court and on appeal. The Court takes no position on the merits of either Plaintiff's or the Defendant's case with respect to the remaining issues, but notes these arguments as some of the evidence the Court has considered, in relation to its evaluation of the fairness, reasonableness, and adequacy of the Settlement.

F. The amount of the Settlement is fair, reasonable, and adequate. It is appropriate in light of Plaintiff's claimed maximum recovery for the Class and is within the range of reasonable settlements that would have been appropriate in this case. The Court observed nothing to indicate a better settlement could or would have been obtained through continued litigation, which would likely have continued to be uncertain, expensive and time consuming.

G. At all times, Plaintiff and Plaintiff's Counsel have acted independently, and there is no basis to believe the Settlement resulted from collusion.

5. Subject to the Defendant's compliance with his obligations under the Settlement Agreement, the Court hereby dismisses the Action with prejudice and without costs, except as provided in Paragraph 13, below.

6. The Court finds that the notice given was appropriate under the circumstances, properly informative regarding the proposed Settlement and the proceedings to be followed in connection with its approval, and constituted valid, due, and sufficient notice, complying fully with Rule 23 of the Ohio Rules of Civil Procedure, the Ohio Constitution, the United States Constitution, and all other legal requirements.

7. Pursuant to Rule 23(C)(3) of the Ohio Rules of Civil Procedure, and in view of the Court's prior certification of the Class pursuant to Rule 23(B) and 23(B)(2), the Class is bound hereby. No Class Member shall have the right to opt out of the Class. The Class is defined as follows:

> All persons or entities who filed claims for unclaimed funds with the Ohio Department of Commerce Division of Unclaimed Funds and who recovered unclaimed funds on or after August 3, 2000, until the date the Final Judgment becomes Final, but were not paid interest on such funds for any period on or after August 3, 2000.

8. No Class Member shall recover interest for the period beginning on July 27, 1991, and ending on August 2, 2000.

9. The Court has considered the fee petition or request submitted by Plaintiff's Counsel and the associated materials submitted in support thereof. Plaintiff's Counsel are hereby awarded Attorney's Fees as follows: the sum of $_____ in attorney's fees, inclusive of the $1.2 million paid to Plaintiff's Counsel as an award of interim attorneys' fees pursuant to the December 22, 2009, Order of this Court, and $_____ in reimbursement of litigation costs and expenses, such amounts to be paid in accordance with the Settlement Agreement out of the Settlement Fund. In making this award of Attorney's Fees, the Court finds and concludes that the Settlement Fund constitutes a common fund created by the efforts of Plaintiff's Counsel and Plaintiff, for which they are entitled to compensation, and is appropriate considering the risks of litigation and the results achieved under both the "percentage of recovery" and "lodestar" methods of fee computation.

10. The Court has considered the request for Plaintiff Compensation submitted on behalf of Plaintiff, and determines that such an award is appropriate in light of, *inter alia*, Plaintiff's assistance and ongoing participation in the litigation. Wilton S. Sogg is awarded

$_____, to be paid from the Settlement Fund in accordance with the Settlement Agreement.

11. The Court has considered any and all objections and/or comments with respect to the Settlement, Plaintiff's Counsel's request for Attorney's Fees, the request for Plaintiff Compensation, and the Plan of Allocation that were submitted and has determined them to be lacking in merit and hereby denies same.

12. Upon this Order and Final Judgment becoming Final, all Class Members release, waive, and forever discharge Defendant and the Released Parties from all Released Claims that the Plaintiff or any of the Class Members directly, indirectly, or in any other capacity had, now have, hereafter may have, or may ever bring, under federal, state, or local law.

13. Without affecting the finality of this Order and Final Judgment, the Court hereby retains exclusive jurisdiction over any and all issues, cases, or matters relating to or concerning Attorney's Fees and administration, effectuation, and enforcement of the Settlement Agreement and the Plan of Allocation, including without limitation the jurisdiction to allow, disallow, or adjust the claim of any Class Member and to enforce Defendant's obligation to pay interest to Future Claimants unless and until the Ohio Legislature amends Ohio Revised Code Chapter 169 regarding payment of interest on unclaimed funds.

14. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Enter:

_____

Honorable Richard A. Frye

Columbus, Ohio

Dated: _____, 2012

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

WILTON S. SOGG, EXECUTOR OF THE ESTATE OF JULIA SOGG INDIVIDUALLY, AND ON BEHALF OF A CLASS OF OTHERS SIMILARLY SITUATED,	
Plaintiff,	**Case No. 04CVG-8028**
v.	**Honorable Richard A. Frye**
DAVID GOODMAN, DIRECTOR OF OHIO DEPARTMENT OF COMMERCE,	
Defendant.	

PLAN OF ALLOCATION

The Net Proceeds shall be distributed among certain Class Members according to the following Plan of Allocation after the Final Judgment becomes Final. Capitalized terms in this Plan of Allocation shall have the same meanings as in the Settlement Agreement and the Preliminary Approval Order:

1. As soon as reasonably practicable upon the Final Judgment becoming Final, the Settlement Administrator shall take such steps to update the Class Member addresses used for the Initial Mailing as the Settlement Administrator deems reasonable and appropriate, considering the costs and likely efficacy of such steps, including without limitation, performing additional research or "skip tracing" on any Post Card Notices returned as undeliverable in the Initial Mailing, using any address information supplied by Defendant, and updating any addresses for which the Settlement Administrator previously obtained a forwarding address. The list of Class Members and addresses resulting from these updating efforts shall be referred to as the Distribution List. Class Members whose Post Card Notices were returned as undeliverable but for whom no additional or updated address information is obtained shall not be placed on the

Distribution List and no Class Member shall be on the Distribution List unless the Settlement Administrator has what it deems a reasonably current address for such Class Member.

2. The Settlement Administrator shall next determine for each Class Member on the Distribution List ("Distribution List Class Member") his Individual Distribution Amount by:

a. Determining such Distribution List Class Member's Individual Settlement Amount. This will be done by multiplying each Distribution List Class Member's amount or amounts of Unclaimed Funds held by Defendant (as reported by Defendant on the Class List) by the interest rate(s) applicable to the periods such Unclaimed Funds were held by Defendant, as shown in the Applicable Interest Rates chart found in Paragraph 4.h of the Preliminary Approval Order, with each separately reported amount of Unclaimed Funds for a Distribution List Class Member the subject of a separate calculation, and then summing all of such Distribution List Class Member's Unclaimed Fund amounts multiplied by the interest rate(s) applicable to such Unclaimed Fund amount(s). In the event Unclaimed Fund amounts were held by Defendant for only part of a fiscal year, the Settlement Administrator shall take that into account in calculating the Individual Settlement Amounts, *e.g.*, if an item of Unclaimed Funds was held for ½ of a particular fiscal year, the calculation for that year of the applicable interest rate times the amount of Unclaimed Funds for that fiscal year would be halved.

b. Compiling the Total Individual Settlement Amount by adding together all Individual Settlement Amounts of all Distribution List Class Members;

c. Dividing each Distribution List Class Member's Individual Settlement Amount by the Total Individual Settlement Amount; and

d. Multiplying the figure arrived at in step c of this Paragraph 2, by the Net Proceeds.

3. After computing each Distribution List Class Member's Individual Distribution Amount, the Settlement Administrator shall then mail to each Distribution List Class Member, by first-class mail, postage prepaid, a check in the amount of that Distribution List Class Member's Individual Distribution Amount, using the address shown on the Distribution List, together with a cover letter instructing, *inter alia*, that the recipient must deposit or cash the enclosed check within 90 days, that the check will be void after 90 days, and that failure to deposit or cash the check within 90 days will result in the payee/Class Member waiving all rights to such amount and with respect to the Settlement. Any required IRS Form 1099s will be provided to Class Members and otherwise at such time and in such manner as the Settlement Administrator determines.

4. The Settlement Administrator shall, at its discretion, either place a stop order on all checks uncashed within 100 days of mailing or close the account on which they are drawn, and the applicable Class Member/payee of any uncashed check at the time of such stop payment or account closure shall be deemed to have waived all rights in connection with such amount and with respect to the Settlement.

5. Plaintiff shall apply to the Court for direction regarding the disposition of any Net Proceeds remaining in the Settlement Fund 120 days after the mailing of checks, which application may, *inter alia*, and subject to availability of funds in the Escrow Account, request additional Attorney's Fees, apply for any additional amounts as may be appropriate to be paid to the Settlement Administrator, request that funds be distributed to some or all Class Members on the Distribution List in a second distribution, or request a *cy pres* distribution, provided no amounts shall be paid or revert to Defendant or any agency or other part of the government of Ohio under any circumstances.

6. The Settlement Administrator shall at any time be permitted but not obliged to make reasonable efforts to locate and cause Class Members to timely cash their distribution checks, and the Settlement Administrator and/or Plaintiff's Counsel are authorized to engage any other agents they deem reasonably necessary to locate Class Members and/or contact Class Members regarding their distributions. The Settlement Administrator is authorized to take such actions as are customary and reasonable to address issues arising from death and divorce of Class Members and similar matters, and Plaintiff's Counsel may, but are not required to, apply to the Court for guidance in connection with any such matter. All expenses and costs of carrying out and implementing this Plan of Allocation shall be deemed Administrative and Notice Expenses.

7. Plaintiff, Defendant, Released Parties, and their respective counsel shall have no responsibility for or liability whatsoever regarding the investment or distribution of the Settlement Fund or the Net Proceeds, the Notice Program, determination or implementation of the Plan of Allocation, or the determination, administration, calculation, or payment of any claim, or for non-performance of the Settlement Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith, other than for intentional misconduct, and no person shall have any claim against Plaintiff, Plaintiff's Counsel, Defendant, Defendant's Counsel, Released Parties, the Escrow Agent, the Settlement Administrator, or any agent designated by Plaintiff's Counsel, based on distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, and/or the orders of the Court.

8. Without affecting the finality hereof, the Court reserves jurisdiction to allow, disallow, or adjust the claim of any Class Member and to resolve any question or controversy arising in relation to the Plan of Allocation. The Court may make such other and further orders as

are reasonably necessary or required to effectuate this Plan of Allocation, subject to the provisions of Paragraph 5 hereof.

9. Within sixty days of all or substantially all funds being distributed from the Escrow Account, the Settlement Administrator shall provide the Parties with a final accounting showing the disposition of such funds, and Plaintiff's Counsel shall file same with the Court.

ESCROW AGREEMENT

This Escrow Agreement dated June 27, 2012, is made among Arthur T. Susman and John R. Wylie ("Plaintiff's Counsel"), David Goodman, Director of Ohio Department of Commerce, ("Defendant"), and THE HUNTINGTON NATIONAL BANK, as escrow agent ("Escrow Agent").

Recitals

A. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

B. This Escrow Agreement governs the deposit, investment, and disbursement of settlement funds that are to be paid pursuant to the settlement of a class action lawsuit captioned *Sogg v. Goodman*, Case No. 04CVG-8028 (Court of Common Pleas, Franklin County, Ohio) ("Action").

C. Pursuant to and as set forth more fully in the Settlement Agreement, after entry of the Preliminary Approval Order, Defendant has agreed to deposit into escrow an amount not less than $13,800, 000.00 (thirteen million eight hundred thousand dollars and no cents), some of which will be utilized to defray Administration and Notice Expenses, some of which, after the entry of Final Judgment in the Action, will be used to defray Attorney's Fees and make payments to Class Members, and some of which will be used to defray the fees and costs, if any, of the Financial Institution, and certain tax liabilities, if any.

Agreement

1. Appointment of Escrow Agent. Escrow Agent is hereby appointed and agrees to receive, deposit, hold, and disburse funds deposited into escrow upon the terms and conditions provided in Court orders and to the extent consistent with such Court orders, this Escrow Agreement, the Settlement Agreement, and any other exhibits or schedules later annexed hereto and made a part hereof.

2. The Escrow Account. The Escrow Agent shall establish and maintain an escrow account titled as Sogg vs Ohio State Dept of Commerce Settlement Fund (the "Escrow Account"). Pursuant to the Settlement Agreement, the Defendant shall cause the Settlement Amount to be deposited into the Escrow Account within fourteen (14) business days following entry of the Court's Preliminarily Approval Order. Escrow Agent shall receive such funds into the Escrow Account. The Settlement Fund shall be held and invested by the Escrow Agent on the terms and subject to the limitations set forth in the Settlement Agreement, and shall be released by Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement and in orders of the Court approving the disbursement of the Settlement Fund.

3. Investment of Settlement Fund. Escrow Agent shall deposit and/or invest the Settlement Fund exclusively in instruments backed by the full faith and credit of the United States government or fully insured by an agency thereof, including the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit, having a maturity of 180 days or less, or, if so directed in writing by Plaintiff's Counsel, the Settlement Fund shall be deposited in a non-interest bearing account fully insured by the FDIC.

4. Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund and all portions thereof shall be and remain in *custodia legis* subject to the jurisdiction of the Court until such time as the Settlement Fund shall be distributed in its entirety upon further order(s) of the Court and, upon final approval of the Settlement, pursuant to the Settlement Agreement.

5. Tax Treatment & Report. The Settlement Fund shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treasury Regulation §1.468B-1. Plaintiff's Counsel and, as required by law, Defendant's Counsel, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the "relation-back election" under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Settlement Fund shall be Plaintiff's Counsel. Plaintiff's Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. Escrow Agent shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the Settlement Fund and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

6. Tax Payments of Settlement Fund. All taxes with respect to the Settlement Fund, if any, as more fully described in the Settlement Agreement, shall be treated as and considered to be a cost of administration of the Settlement Fund and the Escrow Agent shall timely pay such taxes out of the Settlement Fund pursuant to the terms of the Settlement Agreement**.** Escrow Agent shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The Escrow Agent may engage an accounting firm or tax preparer to assist in the preparation of any tax reports or the calculation of any tax payments due as set forth in Paragraphs 5 and 6, and the expense of such assistance shall be paid from the Settlement Fund. The Settlement Fund shall indemnify and hold the Defendant, Plaintiff, and Plaintiff's Counsel harmless for any taxes that may be deemed to be payable by the Defendant, Plaintiff, or Plaintiff's Counsel by reason of any income earned on the Settlement Fund, and Escrow Agent shall establish such reserves as are necessary to cover the tax liabilities of the Settlement Fund and the indemnification obligations imposed by this Paragraph**.** If the Settlement Fund is returned to the Defendant pursuant to the terms of the Settlement Agreement or Court Order, the Defendant shall provide Escrow Agent with a properly completed Form W-9.

7. Disbursement Instructions

(a) After entry of the Preliminary Approval Order, and as provided in the Settlement Agreement, Plaintiff's Counsel shall, without further order of the Court, instruct Escrow Agent to disburse funds to pay Notice and Administration Expenses as referred to in Section 8.1 of the Settlement Agreement.

(b) Disbursements other than those described in Paragraph 7(a) or any attorneys' fees authorized by the Court, including disbursements for distribution of Settlement Funds to Class Members, may only be made (i) if authorized by an Order of the Court, or (ii) after the Final Judgment has been entered and become Final and at the written direction of Arthur T. Susman, or if he is unable to act, John R. Wylie and William Cole.

(c) In the event funds transfer instructions are received by Escrow Agent other than those pertaining to payment of Notice and Administration Expenses or any attorneys' fees authorized by the Court, Escrow Agent will promptly notify Plaintiff's Counsel and Defendant's Counsel via email of its receipt of such instructions and then seek and obtain confirmation of such instructions by telephone call to both counsels identified in subparagraph (b) above. Escrow Agent shall take no any action to carry out such instructions until telephone confirmations have been received from both Plaintiff's Counsel and Defendant's Counsel. Escrow Agent may rely upon the confirmations of anyone purporting on the telephone to be Mr. Susman, or if he is unable to act, Mr. Wylie and Mr. Cole, provided the funds transfer instructions, and the foregoing actions and waiting period are complied with. If Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall promptly notify Plaintiff's Counsel and Defendant's Counsel and shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for verification calls may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Escrow Agent and the other party (e.g., Plaintiff's Counsel and/or Defendant's Counsel). If it is determined that the transaction was delayed or erroneously executed as a result of Escrow Agent's error, Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

8. Termination of Settlement. In the event that the Settlement Agreement terminates, Plaintiff's Counsel and Defendant's Counsel shall jointly notify Escrow Agent of the termination of the Settlement Agreement. In that event, the balance of the Settlement Fund, together with any interest or income earned thereon, less any Notice and Administration Expenses paid or incurred in accordance with the terms of the Settlement Agreement but not yet paid, any Fees as referred to in Paragraph 9 hereof, any fees and disbursements as referred to in Paragraph 10(b) hereof and any unpaid Taxes due, as determined by the Settlement Administrator, shall be paid to Defendant pursuant to instruction from the Defendant's Counsel.

9. Fees. For all services rendered by Escrow Agent pursuant to this Escrow Agreement, Escrow Agent shall waive its customary escrow agent fee if the escrow funds are

maintained in an FDIC insured account, and its standard published fees for any other investment vehicle, plus any out-of-pocket expenses, which shall not exceed $5,000 absent Court order. All fees and expenses of Escrow Agent shall be paid solely from the Settlement Fund. The Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment by Plaintiff's Counsel and Defendant's Counsel. If Escrow Agent is asked to provide additional services, such as the preparation and administration of payments issued to Class Members, a separate agreement and fee schedule will be entered into.

10. Duties, Liabilities and Rights of Escrow Agent. This Escrow Agreement, and, to the extent needed for definition or specification herein, the Settlement Agreement, sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Escrow Agreement or any other agreement, instrument, or document.

(a) Excluding fund transfer instructions as described in Paragraph 7(c) hereof, Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney, or other writing delivered to it by Plaintiff's Counsel or Counsel for the Defendant, as provided herein, without being required to determine the correctness of any fact stated therein.

(b) Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Escrow Account only (i) upon approval by Plaintiff's Counsel and Defendant's Counsel or (ii) pursuant to an order of the Court.

(c) The Parties do not object to Escrow Agent, or any of its affiliates, managing, advising, or servicing and receiving fees in the ordinary course from same from any money market mutual funds in which any portion of the Settlement Fund may be invested, although any such fees must be disclosed to Plaintiff's Counsel and Defendant's Counsel prior to any decision to invest the Settlement Fund in any revenue-sharing instrument in accordance with the Settlement Agreement.

(d) Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of Paragraph 3 of this Escrow Agreement. The Escrow Agent will be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act, or alleged omission by the Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance, or non-performance by the Escrow Agent of,

any of the Escrow Agent's duties under this Agreement, except as provided in Paragraph 7(c) of this Escrow Agreement or as a result of the Escrow Agent's bad faith, willful misconduct, or gross negligence, provided that Escrow Agent has made reasonable good-faith efforts to comply with the provisions hereof.

(f) Upon distribution of all of the funds in the Escrow Account pursuant to the terms of this Escrow Agreement and any orders of the Court, Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically set forth herein.

(g) Except for its obligation to cooperate to the extent necessary and practicable in the production of information with respect to the identification of Class Members, as provided herein, neither Defendant nor his counsel shall have any liability, obligation, responsibility for, or involvement in the administration of the settlement set forth in this Settlement Agreement, the Escrow Account, the allocation of the Settlement Amount, or the review or challenging of claims of the Class Members or those purporting to be Class Members, except that Defendant will reasonably cooperate with the Settlement Administrator and Plaintiff's Counsel in providing additional information necessary for the administration of the Settlement Fund.

11. Non-Assignability by Escrow Agent. Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of Plaintiff's Counsel and Defendant's Counsel.

12. Resignation of Escrow Agent. Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Escrow Agreement herein. On the effective date of such resignation, Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents and all funds in the Escrow Account to the successor Escrow Agent, subject to this Escrow Agreement. If a successor Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Escrow Agent may petition the Court for the appointment of a successor Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Escrow Agreement.

13. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, electronic mail, or overnight courier service, addressed as follows:

If to Plaintiff's Counsel:	Arthur T. Susman Susman Heffner & Hurst LLP 30 North LaSalle St., Suite 1210 Chicago, IL 60602 (312) 346-3466 asusman@shhllp.com John R. Wylie Donaldson Guin, LLC 300 South Wacker Drive, Suite 1700A Chicago, Illinois 60606 (312) 878-8391 johnw@dglawfirm.com
If to Defendant:	William J. Cole Assistant Attorney General - Executive Agencies Office of Ohio Attorney General Mike DeWine 30 E. Broad Street, 26th Floor Columbus, OH 43215 (614) 466-2980 Email: William.Cole@OhioAttorneyGeneral.gov
If to Escrow Agent:	**THE HUNTINGTON NATIONAL BANK** Christopher Ritchie, Senior Vice President 630 Freedom Business Center, 3rd Floor King of Prussia, PA 19406 Telephone: (215) 568-2328 E-mail: chris.ritchie@huntington.com Candi Moore, Senior Vice President Huntington National Bank 7 Easton Oval – EA4E63 Columbus, Ohio 43219 Telephone: (614) 331-9556 E-mail: candi.moore@huntington.com

14. Patriot Act Warranties. Defendant's Counsel hereby acknowledges receiving from Defendant substantially similar in form and in substance to the following, concerning the Settlement Funds that Defendant will deliver for deposit with the Escrow Agent:

(a) Defendant hereby acknowledges that it seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, Defendant hereby represents, warrants, and agrees that, to the best of its knowledge:

(i) none of the cash or property that it has paid, will pay, or will contribute to the Settlement Fund has been or shall be derived from, or related to, an activity that is deemed criminal under United States law; and

(ii) no contribution or payment by it to the Escrow Account shall cause Escrow Agent to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

(b) Defendant agrees to promptly notify Escrow Agent if any of the foregoing representations cease to be true and accurate. Defendant agrees to provide to Escrow Agent any additional information regarding itself which is reasonably necessary or appropriate for the Escrow Agent to ensure its compliance with all applicable laws concerning money laundering and similar activities, subject to any confidentiality obligations (recognized or permitted by law) that may restrict or prohibit the Defendant from providing such information. Escrow Agent agrees to keep any information provided by the Defendant pursuant to this Paragraph confidential, and will not disclose such information to any other party except to the extent necessary or appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities; provided, however, that Escrow Agent shall give notice to the Defendant as soon as practicable in the event it expects that such a disclosure will become necessary.

(c) Defendant agrees that if at any time Escrow Agent determines that any of the foregoing representations are incorrect with respect to it, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Escrow Agent may undertake whatever actions are reasonably appropriate to ensure compliance with applicable law or regulation.

15. Entire Agreement. This Escrow Agreement, and, to the extent needed for definition or specification herein, the Settlement Agreement, including all Schedules and Exhibits hereto and thereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Escrow Agreement shall be governed by the law of the State of Ohio in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Escrow Agent may commence pursuant to this Escrow Agreement for the appointment of a successor escrow agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Escrow Account. The Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.

(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement, or adjudication of this Escrow Agreement in order (i) to give Escrow Agent confirmation and assurance of Escrow Agent's rights, powers, privileges, remedies, and interests under this Agreement and applicable law, (ii) to better enable Escrow Agent to exercise any such right, power, privilege, or remedy, or (iii) to otherwise effectuate the purpose and the terms and provisions of this Escrow Agreement, each in such form and substance as may be acceptable to Escrow Agent.

(c) Non-Waiver. The failure of any of the Parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

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

THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By: _____

Christopher W. Ritchie, Senior Vice President
630 Freedom Business Center, 3rd Floor
King of Prussia, PA 19406
(215) 568-2328
Chris.Ritchie@huntington.com

Plaintiff's Counsel

By: _____ _____

Arthur T. Susman
Susman Heffner & Hurst, LLP
30 North LaSalle, Suite 1210
Chicago, IL 60602
(312) 346-3466
asusman@shhllp.com

John R. Wylie
Donaldson Guin, LLC
300 South Wacker Drive, Suite 1700A
Chicago, Illinois 60606
(312) 878-8391
johnw@dglawfirm.com

OHIO ATTORNEY GENERAL MIKE DEWINE

By: _____

William J. Cole
Assistant Attorney General - Executive Agencies
Office of Ohio Attorney General Mike DeWine
30 E. Broad Street, 26th Floor
Columbus, OH 43215
(614) 466-2980

Email: William.Cole@OhioAttorneyGeneral.gov

Department of Commerce

NEWS RELEASE

John R. Kasich, Governor

David Goodman, Director
Department of Commerce

FOR IMMEDIATE RELEASE
--------, 2012

Contact: Dennis Ginty at (614) 644-9564

OHIO DEPARTMENT OF COMMERCE ANNOUNCES PROPOSED SETTLEMENT IN UNCLAIMED FUNDS INTEREST CASE

The Ohio Department of Commerce has entered into a proposed settlement agreement to resolve the remaining issues in a class action lawsuit that ordered the State to pay interest on unclaimed funds.

The settlement entitles the class members to receive interest on unclaimed funds received since August 3, 2000, unless the total amount of interest owed is less than $5. The total amount available for distribution is $15 million, less deductions for attorneys' fees and expenses. The settlement also includes a formula for the payment of interest to future claimants based on the amount of interest that the State of Ohio earns on its low-risk investments.

The taxpayers and citizens of Ohio would have suffered if the State had to pay more than it had earned on the investments. "We are pleased that the settlement resolves this suit while protecting the interests of Ohio taxpayers," said David Goodman, Director of the Ohio Department of Commerce. "Taxpayers would have been responsible if we had committed more money than what was actually earned."

Anyone can file a written objection to the plaintiff's request for attorney's fees and expenses with the Franklin County Common Pleas Court by Tuesday, August 21. A hearing will be held on Wednesday, September 5 at 10 a.m. to consider whether the court should approve plaintiff's request for attorney's fees and expenses. Anyone can file a written objection to the settlement agreement with the court by Monday, August 27. A hearing will be held on Thursday, September 6 at 1:30 p.m. to consider whether the court should approve the proposed settlement. Both hearings will be held at 345 South High Street, Courtroom 5F, Columbus. For instructions regarding the electronic filing of objections, visit efilinghelp-clerk@franklincountyohio.gov

For additional details on the hearings and how the settlement affects class members and their rights, visit www.strategicclaims.net or call (866) 274-4004 or (610) 565-9202.

The Division of Unclaimed Funds is committed to returning unclaimed property to its rightful owners. The Division's aggressive outreach efforts have led to a dramatic increase in the number of accounts being paid. During the first 11 months of Fiscal Year 2012, the Division paid 55,338 claims – a 29% increase over the same period last year. The Division has also paid nearly $55.5 million so far this fiscal year – more than $2.8 million over the same time last year.

New unclaimed funds accounts are added every day. Director Goodman encourages Ohioans to periodically search the Division's Online Treasure Hunt at www.unclaimedfundstreasurehunt.ohio.gov to see if they or their friends and family have forgotten money waiting to be claimed.

# # #

PLAINTIFF'S SOGG PRESS RELEASE

_____, 2012

Columbus, Ohio

Plaintiff's counsel in the lawsuit entitled *Sogg v. Goodman* announce the proposed settlement of this class action against the Ohio Department of Commerce. Plaintiff alleged in the lawsuit that since at least August 3, 2000, the Ohio Department of Commerce's Division of Unclaimed Funds should have paid, but did not pay, interest to claimants who recovered unclaimed funds. The lawsuit has been pending in the Common Pleas Court of Franklin County, or in the Appellate Courts of Ohio since 2004. The case was vigorously litigated over the past eight years, resulting in multiple decisions from the Common Pleas Court on class certification, liability, and damages, two appearances before the Tenth District Court of Appeals (in 2007 and 2010), and a merits decision from the Ohio Supreme Court in 2009. The parties have also conducted in-depth discovery, including depositions of state personnel and written discovery. In all, Plaintiff's counsel have devoted more than 6,000 hours of professional time to the case. The Division asserts it has additional defenses and grounds for a third appeal. The parties have agreed to settle all remaining issues.

Neither the Division nor the Defendant admit or deny liability under the settlement, which is expected to be finalized later this year. Persons who obtained unclaimed funds from the Division on or after August 3, 2000, may be entitled under the settlement to a payment based on the amount of interest earned while their funds were held by the State of Ohio. The total amount available for distribution is $15 million, less deductions for Court-ordered attorney's fees and expenses.

Judge Richard A. Frye of the Court of Common Pleas, Franklin County, Ohio, will hold a hearing on September 5, 2012, at 10:00 a.m. to determine whether to approve the requested attorney's fees of 33 1/3% of the $15 million or some lesser amount. The Court will hold a separate Fairness Hearing on September 6, 2012, at 1:30 p.m. to determine whether to approve the entire settlement. You have the right to object and be heard in connection with both hearings and to retain your own attorney, at your expense, if you choose. You are not required to either appear or object.

Objections must be in writing and must specify (1) the name of the original property owner; (2) the names of the person(s) who claimed the funds ("claimant"); (3) the claimant's address at the time of claim payment and the current address, if different; (4) the dollar amount the claimant was paid; and (5) the exact date or approximate date the claimant recovered the unclaimed funds. In addition, objectors should provide (6) the unclaimed funds claim number and (7) any property identification numbers, if known.

Objections to the requested attorney's fees are due by August 21, 2012. Objections to the settlement are due by August 27, 2012. If you fail to file and serve your written objections by the deadlines above, you will be deemed to have waived any objection.

The Court is located at 345 South High St., Columbus, Ohio 43215. For additional details and for information about whether this settlement affects you and what your rights are if it does visit www.strategicclaims.net or call the Settlement Administrator, Strategic Claims Services, at 866-274-4004 (toll free) or 610-565-9202.

SOGG v. GOODMAN – *PDF FOR DIVISION WEBSITE TO LINK TO*

SETTLEMENT OF CLASS ACTION LAWSUIT REGARDING PAYMENT OF INTEREST ON UNCLAIMED FUNDS

On _____ , 2012, the Honorable Richard A. Frye, Judge of the Court of Common Pleas, Franklin County, Ohio, entered an Order preliminarily approving the settlement of a class action lawsuit entitled *Sogg v. Goodman*, No. 04-CVG-8028. The lawsuit ruled the Ohio Department of Commerce Division of Unclaimed Funds was required to pay interest on unclaimed funds returned to its owners. If you received a return of unclaimed funds from the Unclaimed Funds Division of the Ohio Department of Commerce on or after August 3, 2000: (1) you may be in the Class of persons entitled to recover under the settlement; (2) your rights may be affected by this proposed settlement; (3) you may be entitled, if you choose, to object or be heard at the Fairness Hearing described below; and (4) you should notify the Settlement Administrator, Strategic Claims Services, if you have moved or changed your address or name since August 3, 2000. You may contact the Settlement Administrator at 600 North Jackson St., Suite 3, Media, PA 19063; Tel. 866-274-9202 (toll free) or 610-565-9202.

If the Court grants final approval of the Settlement, the lawsuit will be dismissed and the Department of Commerce will, among other things: (1) pay $15 million (of which $1.2 million has already been paid) for distribution to Class members and for payment of attorney's fees and expenses and (2) begin paying interest to unclaimed funds claimants at a rate equal to 100% of the interest earned by the Department of Commerce on unclaimed funds plus 40% of the interest earned by other Ohio agencies and departments on such unclaimed funds, unless and until legislation is enacted requiring otherwise.

The Court will hold a hearing on September 5, 2012, at 10:00 a.m. to determine whether to approve the requested attorney's fees. The Court will hold a separate Fairness Hearing on September 6, 2012, at 1:30 p.m. to determine whether to approve the settlement of issues remaining after rulings by the Ohio Supreme Court and the Tenth District Court of Appeals. You have the right to object and be heard in connection with both hearings and to retain your own attorney, at your expense, if you choose. You are not required to either appear or object. Objections must be in writing and must specify (1) the name of the original property owner; (2) the names of the person(s) who claimed the funds ("claimant"); (3) the claimant's address at the time of claim payment and the current address, if different; (4) the dollar amount the claimant was paid; and (5) the exact date or approximate date the claimant recovered the unclaimed funds. In addition, objectors should provide (6) the unclaimed funds claim number and (7) any property identification numbers, if known. Objections to the requested attorney's fees are due by August 21, 2012. Objections to the settlement are due by August 27, 2012. If you fail to file and serve your written objections by the deadlines above, you will be deemed to have waived any objection.

Plaintiff's Counsel's written attorney fee request will be available on the Franklin County Clerk of Courts' Case Information Online system by July 31, 2012. The Case Information Online system is located on the Clerk's website at http://www.franklincountyohio.gov/clerk/cio.cfm. **All objections must be "e-Filed"** with the Clerk through its e-Filing system, which is accessed at http://www.franklincountyohio.gov/clerk/e-File.cfm and served on counsel for the parties by first-class mail or electronically. If you have questions or would like additional information about the Case Information Online system or the e-Filing system, please call the Franklin County Clerk of Courts, Civil Division at (614) 525-3621 Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

If you would like further information about this class action or the proposed settlement, you may visit www.strategicclaims.net or call the Settlement Administrator, Strategic Claims Services, at 866-274-4004 (toll free) or 610-565-9202 and request to speak to someone about the "Sogg case."

PLEASE DO NOT CONTACT THE COURT OR COURT PERSONNEL WITH QUESTIONS ABOUT THIS MATTER OTHER THAN CASE INFORMATION ONLINE OR e-FILING REQUIREMENTS

EXHIBIT

EXHIBIT H

Calculation of Applicable Interest Rates and Interest Due in Dollars to Sogg Class
For period including 8-3-2000 through 6-30-2011

(1) Fiscal Year	(2) Average Monthly Gross Fund Balance	(3) Department of Commerce Interest Earned	(4) Adjusted OHFA Interest Earned	(5) Adoption Assistance Fund Interest Earned	(6) Estimated General Revenue Fund Interest Earned	(7) Department of Development Interest Earned	(8) Estimated Interest attributable to Fund 5430	(9) Gross Interest Payable	(10) Applicable Interest Rate	(11) Interest Due SOGG Class
FY01	$ 474,663,706	$ 9,435,220	$ 2,986,809	$ -	$ -	$ -	$ -	$ 12,422,029	2.617%	$ 234,476
FY02	$ 531,767,790	$ 7,030,338	$ 3,369,855	$ -	$ 30,803	$ -	$ -	$ 10,430,996	1.962%	$ 763,693
FY03	$ 595,755,549	$ 3,654,354	$ 3,214,907	$ -	$ 4,292	$ -	$ -	$ 6,873,553	1.154%	$ 1,049,468
FY04	$ 707,311,240	$ 3,788,814	$ 3,757,496	$ -	$ 6,146	$ -	$ -	$ 7,552,456	1.068%	$ 948,938
FY05	$ 784,999,334	$ 4,657,138	$ 4,200,469	$ -	$ 20,996	$ -	$ -	$ 8,878,603	1.131%	$ 1,110,249
FY06	$ 943,667,816	$ 13,265,467	$ 4,410,917	$ -	$ 50,786	$ -	$ 91,223	$ 17,818,394	1.888%	$ 1,458,255
FY07	$ 1,060,627,913	$ 21,432,930	$ 4,225,867	$ -	$ 45,478	$ -	$ 127,026	$ 25,831,301	2.435%	$ 2,289,349
FY08	$ 1,191,304,413	$ 22,692,678	$ 4,226,749	$ -	$ 49,017	$ -	$ 123,483	$ 27,091,927	2.274%	$ 2,209,831
FY09	$ 1,318,691,013	$ 13,262,754	$ 4,376,279	$ 9,394	$ 35,241	$ -	$ 83,480	$ 17,767,148	1.347%	$ 2,732,763
FY10	$ 1,421,726,516	$ 5,927,949	$ 4,260,003	$ 7,235	$ 13,313	$ -	$ 31,505	$ 10,240,005	0.720%	$ 2,068,091
FY11	$ 1,544,630,906	$ 2,542,632	$ 3,771,948	$ -	$ 12,125	$ -	$ 11,439	$ 6,338,144	0.410%	$ 1,791,304
		$ 107,690,274	$ 42,801,299	$ 16,629	$ 268,198	$ -	$ 468,157	$ 151,244,557		$ 16,656,417

(1) Fiscal year begins July 1 and ends June 30
(2) Average Monthly Gross fund Balance for Fiscal Year (See Exhibits B, B-1,B-2, B-3 and B-4)
(3) Department of Commerce interest earned (Actual interest received per Unclaimed Funds Interest Earnings Summary) (See Exhibit C)
(4) Dollar amount of interest earned by OHFA attributable to Unclaimed Funds Transfers-In (See Exhibits D, D-1, and D-2)
(5) Dollar amount of interest earned by Adoption Assistance Fund attributable to Unclaimed Funds Transfers-In
(6) Dollar amount of interest earned by the General Revenue Fund attributable to Unclaimed Funds Transfers-In (See Exhibits E, E-1, and E-2)
(7) Dollar amount of interest earned by the Department of Development attributable to Unclaimed Funds Transfers-In (See Exhibit F)
(8) Unearned and unrecognized interest attributable to Fund 5430 for Division of Unclaimed Funds (See Exhibits G, G-1, G-2, G-3, G-4, and G-5)
(9) Gross Interest Amount of Interest to pay all property holders (the sum of columns 3, 4, 5, 6, 7, and 8)
(10) Factored Interest yield on gross fund balance (Column 9 divided by Column 2)
(11) Amount of Interest payable on claim by fiscal year regardless of when interest earned.