

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is by and among the STATE OF DELAWARE (“Delaware”) and the STATES OF ALABAMA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, FLORIDA, IDAHO, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MARYLAND, MICHIGAN, MONTANA, NEBRASKA, NEVADA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, SOUTH CAROLINA, TEXAS, UTAH, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING (individually “Defendant State,” and collectively the “Defendant States”). Each is individually referred to as a “Party” and collectively referred to herein as the “Parties.” Additional definitions are provided in Section II, Paragraph 2.

I. RECITALS

WHEREAS, Delaware filed a Motion for Leave to File Bill of Complaint in the Supreme Court of the United States against Pennsylvania and Wisconsin, thereby commencing an action entitled *State of Delaware v. Commonwealth of Pennsylvania et al.*, No. 145 Original (the “Delaware Action”), seeking a declaration that unclaimed Official Checks are not subject to the Disposition of Abandoned Money Orders and Traveler’s Checks Act, 12 U.S.C. §§ 2501-2503 (the “FDA”);

WHEREAS, Arkansas and various Defendant States filed a Motion for Leave to File Bill of Complaint in the Supreme Court, thereby commencing an action entitled *State of Arkansas, et al. v. State of Delaware*, No. 146 Original (the “Arkansas Action”), seeking a declaration that the Official Checks are subject to the FDA and an award of damages;

WHEREAS, the Supreme Court consolidated the Delaware Action and the Arkansas Action (the “Consolidated Action”);

WHEREAS, with the consent of the Parties, MoneyGram Payment Systems, Inc. did not remit the proceeds from any unclaimed Official Checks to any state or other sovereign from June 2017 until June 2023, but instead deposited such funds into an escrow account maintained by the United States District Court for the Southern District of New York (the “Escrow Account”);

WHEREAS, on February 28, 2023, the Supreme Court issued a decision holding that Official Checks are subject to the FDA, and remanded the matter to the Special Master to determine any damages Delaware might owe;

WHEREAS, the Parties wish to resolve this dispute to conserve judicial resources and avoid further litigation, costs, and attorneys’ fees;

NOW THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, and for other good and valuable consideration hereby

deemed received, the receipt and sufficiency of which are hereby acknowledged by all Parties to this Agreement, intending to be legally bound hereby, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. **Effective Date.** This Agreement shall become effective and binding upon the Parties on the date when this Agreement is fully executed by every Party (the “Effective Date”) and may not thereafter be rescinded or revoked without the written agreement of all Parties.
2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms are defined as follows:
 - a. “Official Checks” is defined as Agent Checks and Teller’s Checks issued by MoneyGram Payment Systems, Inc. whether labeled as such or by a different name, including being labeled as a Reimbursement Check or Expense Check.
 - b. “2011-2017 Official Checks” is defined as all Official Checks that MoneyGram Payment Systems, Inc. reported to Delaware from 2011 through 2017, inclusive.
 - c. “2006-2010 Official Checks” is defined as all Official Checks that MoneyGram Payment Systems, Inc. reported to Delaware from 2006 through 2010, inclusive.
 - d. “2006-2023 Official Checks” is defined as all Official Checks that MoneyGram Payment Systems, Inc. either reported to Delaware or deposited into the Escrow Account from 2006 until the final deposit into that account in September 2022, inclusive.
 - e. “All MoneyGram Entities” is defined as MoneyGram Payment Systems, Inc., along with its present, former, and future parents, divisions, subsidiaries, affiliates, associates, representatives, owners, executors, and administrators, and its present, former, or future directors, agents, partners, principals, officers, employees, trustees, stockholders, and representatives.
 - f. “All MoneyGram Client Banks” is defined as any financial institution that entered into a contractual relationship with All MoneyGram Entities to sell Official Checks, as well as any such financial institution’s present, former, and future parents, divisions, subsidiaries, affiliates, associates, representatives, owners, executors, and administrators, and its present, former, or future directors, agents, partners, principles, officers, employees, trustees, stockholders, and representatives.

- g. “Data File” is defined as the data file titled “220145 Data File.xlsx,” which has been shared with all Parties, identifying the 2011-2017 Official Checks, noting which instruments were reimbursed by Delaware to MoneyGram Payment Systems, Inc. or a claimant as of February 20, 2024 and assigning each instrument to a Party.
- h. “Escrow Account” is defined as the Court Registry Investment System (CRIS) account associated with United States District Court for the Southern District of New York case number 1:18-mc-00064.
- i. “Escrowed Official Checks” is defined as all Official Checks that MoneyGram Payment Systems, Inc. deposited into the Escrow Account.

3. Escrow.

- a. The Parties acknowledge and agree that the Special Master exercises control over the Escrow Account, and the Special Master will distribute the Escrow Account in accordance with applicable law.
- b. The Special Master has entered an Order governing the disbursement of funds from the Escrow Account. That Order is attached as Attachment 1.
- c. The Parties agree to undertake reasonable efforts to support the prompt and efficient disbursement of the funds held in the Escrow Account as directed in Attachment 1. The Parties’ calculation of the amount of principal in the Escrow Account due to each Party and to MoneyGram is set forth in Attachment 5.

4. Settlement Payment. Within 30 days after the disbursement of the funds deposited from the Escrow Account to each Defendant State as directed in Attachment 1, Delaware will pay the Defendant States a payment (the “Settlement Payment”), with each Defendant State to receive the respective sums set forth in Attachment 2. The Settlement Payment paid by Delaware is its sole monetary responsibility under this Agreement, and Delaware has no obligation to pay the Settlement Payment until this Agreement is fully executed by every Party and 30 days has elapsed after the disbursement of the funds deposited from the Escrow Account to each Defendant State as directed in Attachment 1. Delaware shall transmit to each Defendant State its respective portion of the Settlement Payment set forth in Attachment 2 via check delivered by commercial courier with delivery confirmation and tracking. Each Defendant State shall provide payment instructions no later than 7 days after that Defendant State executes the Agreement.

5. Assumption of Custody, Liability, and Indemnification for 2011-2017 Official Checks. Upon receipt of the Settlement Payment, each Party shall take custody of and assume full responsibility for the 2011-2017 Official Checks, as set forth

in the Data File, solely as to those instruments attributable to each Party, as if MoneyGram Payment Systems, Inc. had reported the instruments to that Party in the first instance. The Parties agree that the Data File is the definitive record stating which Party shall have custody of which 2011-2017 Official Checks. For the avoidance of any doubt, each Party assumes responsibility for reimbursing MoneyGram Payment Systems, Inc. and for paying any claimant, including another state or any other sovereign, for the 2011-2017 Official Checks in the Data File assigned to that Party. Delaware shall have no custody or responsibility for any instrument set forth in the Data File that is assigned to another Party, and shall have no responsibility for reimbursing or assisting MoneyGram Payment Systems, Inc. or paying or assisting any claimant, including another state or any other sovereign, for such instruments.

6. Reports to Defendant States. Within 7 days of Delaware's transmission to the Defendant States of the Settlement Payment, Delaware shall transmit to each Defendant State an appropriate report or reports in the standard format approved by the National Association of Unclaimed Property Administrators, for the 2011-2017 Official Checks for which Defendant State has taken custody as a result of this Agreement.
7. Quitclaim for 2006-2010 Official Checks. The Defendant States quitclaim any instruments and sums corresponding to all 2006-2010 Official Checks that Delaware has received from MoneyGram Payment Systems, Inc. Defendant States shall have no responsibility for reimbursing MoneyGram or paying any claimant, including another State, for any instruments and sums corresponding to all 2006-2010 Official Checks that Delaware has received from MoneyGram Payment Systems, Inc.
8. Rights of Owners. For avoidance of doubt, nothing in this Agreement shall be construed to release or waive the rights of owners of Official Checks to obtain the value of unclaimed checks in accordance with applicable state and federal laws, provided that: Delaware has no responsibility for reimbursing owners for 2011-2017 Official Checks assigned to another Party in the Data File; and the Defendant States have no responsibility for reimbursing owners for 2006-2010 Official Checks.
9. Mutual Release of Claims for 2006-2023 Official Checks.
 - a. Subject to paragraph (b), each Party hereby mutually releases, relinquishes, and forever discharges each other Party, All MoneyGram Entities, and All MoneyGram Client Banks from any and all liabilities, obligations, causes of action, suits in any forum whatsoever (including in any state or federal court, including the Supreme Court of the United States), debts, controversies, losses, damages, demands, and claims, of whatever kind and nature, including for any legal fees (including

attorneys' fees and litigation expenses and charges, including expert and consulting fees), costs, interest, and penalties, whether in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, that each Party had, has, or may have based on or relating to MoneyGram Payment Systems, Inc.'s reporting of 2006-2023 Official Checks to Delaware, or deposit of the same into the Escrow Account. Notwithstanding the forgoing, claims solely to enforce the terms of this Agreement are not released.

- b. The release of claims for any particular Defendant State described in paragraph (a) shall be effective only upon: 1) the disbursement of the funds deposited from the Escrow Account to that Defendant State as directed in Attachment 1; and 2) Delaware's transmission of the Settlement Payment to that Defendant State.

10. Covenant Not To Sue. Apart from a suit to enforce this Agreement in the Supreme Court of the United States as set forth in Paragraph 11 hereof, the Parties hereby covenant not to pursue or continue to pursue any and all liabilities, obligations, causes of action, and suits in any forum against each other, All MoneyGram Entities, and All MoneyGram Client Banks, in any forum whatsoever (including in any state or federal court, including the Supreme Court of the United States, or any administrative proceeding), for any debts, controversies, losses, damages, demands, and claims, of whatever kind and nature, including for any legal fees (including attorneys' fees and litigation expenses and charges, including expert and consulting fees), costs, interest, and penalties, whether in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, that each had, has, or may have based on MoneyGram Payment Systems, Inc.'s reporting of 2006-2023 Official Checks to Delaware, or deposit of the same into the Escrow Account.

11. Enforcement. The Parties agree that the sole forum for the Parties to seek to enforce this Agreement is the Supreme Court of the United States. Any Party may file a motion for leave to file a Bill of Complaint in the Supreme Court of the United States alleging breach of this Agreement. If any such suit is brought in the Supreme Court, the Parties agree not to assert in any way that the Supreme Court should not exercise its jurisdiction with respect to a dispute over this Agreement. The Parties hereby stipulate that a dispute over this Agreement would constitute a *casus belli* between independent states, within the meaning of the Supreme Court's original jurisdiction jurisprudence. For the avoidance of all doubt, no Party waives its sovereign immunity, and no Party agrees to be haled into any other federal or state court with respect to the enforcement of this Agreement.

12. Dismissal. Within 7 days of the Effective Date, the Parties agree to jointly submit the Notice of Settlement to the Special Master in the form attached as

Attachment 5. Within 14 days of receipt by the Defendant States of the Settlement Payment, and in consideration for the mutual promises and obligations set forth in this Agreement and Attachment 1, the Parties agree to jointly seek the dismissal of the Consolidated Action in the form attached as Attachment 4. The Parties, by and through their counsel, agree to execute any and all documents necessary to facilitate this dismissal. Whether or not the Supreme Court promptly dismisses the Consolidated Action, upon disbursement of the funds held in the Escrow Account pursuant to Attachment 1 and receipt of the Settlement Payment, no Party shall take any further steps against any other Party in the Consolidated Action. In the event the Supreme Court does not dismiss the action, the Parties mutually agree that after submitting the joint dismissal in the form attached as Attachment 4, they shall support any and all requests for extensions of time of any deadline in the Consolidated Action.

13. Non-Admission of Liability or Fault; No Precedential Value. The Parties acknowledge that neither this Agreement nor any provision hereof, nor any action taken to carry out this Agreement, shall be construed as an admission of liability or wrongdoing, directly or indirectly, by any Party. The Parties specifically deny and disclaim any liability to one another for 2006-2023 Official Checks. This Agreement is for the sole and exclusive purpose of compromising and settling disputes between the Parties. The Parties agree that the Agreement carries no precedential value and the Parties do not forfeit or waive any arguments that were or were not raised in these proceedings. Other than for its enforcement, the Agreement shall not be relied upon or used for any purpose by any person or entity or as evidence of any kind in any future dispute between the Parties or in any other dispute, action, or proceeding, except that All MoneyGram Entities and All MoneyGram Client Banks may rely on this Agreement as third-party beneficiaries as set forth in Paragraph 14.

14. All MoneyGram Entities' Rights.

- a. The Parties hereby designate All MoneyGram Entities and All MoneyGram Client Banks as third-party beneficiaries of this agreement that are authorized to enforce the provisions of this Agreement, including, without limitation, the release of claims in Paragraph 9.
- b. For the avoidance of doubt, the Parties intend All MoneyGram Entities and All MoneyGram Client Banks to be able to assert this Agreement as a defense against a Party seeking to pursue any claim related to MoneyGram Payment Systems, Inc.'s reporting of 2006-2023 Official Checks to Delaware, or deposit of the same into the Escrow Account.
- c. The rights granted herein to All MoneyGram Entities and All MoneyGram Client Banks are not affected or limited by any defenses to the

enforcement of this contract that the Parties may have against one another.

15. Press Release. Delaware will issue the joint press release set forth in Attachment 3 within 2 business days of the Effective Date. Any amendments to Attachment 3 must be agreed in writing by all Parties. Nothing in this Agreement prevents any Party from also issuing its own separate release or communicating with the public about this Agreement or Official Checks after Delaware issues the joint press release set forth in Attachment 3.
16. Entire Agreement. This Agreement, including Attachments 1 through 5, contains all of the terms and conditions of, and is the entire understanding of the Parties with regard to, the issues addressed herein. This Agreement represents the complete agreement of the Parties, and it completely supersedes all prior agreements and understandings between them with respect to the issues addressed herein, including any term sheets, e-mails, or other written correspondence exchanged in furtherance of this Agreement, as well as any oral discussions, agreements, or correspondence.
17. General. The terms set forth herein reflect a final and binding agreement between the Parties on the issues addressed herein, and are intended to create a legally binding Agreement.
18. Headings & Recitals. Paragraph or section headings and captions contained in this Agreement are used for reference only and shall not be deemed to govern, limit, or extend the terms of this Agreement. All recitals are incorporated by reference and are material terms of this Agreement.
19. Counterparts & Execution. This Agreement may be executed in counterparts and may be exchanged by pdf and/or other imaged signatures that shall be as effective as original signatures. Each counterpart will constitute one original, and all of counterparts taken together shall constitute a single instrument. Counsel for the Parties shall exchange among themselves signed counterparts and a complete, assembled executed counterpart shall be transmitted to counsel for all Parties.
20. Construction. The Parties and their respective counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted the provision.
21. Severability. If the provisions of this Agreement (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

22. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has the requisite right, power, authority, and capacity to execute this Agreement, bind such Party hereto, and carry out such Party's obligations hereunder. The execution, delivery, and performance of this Agreement and the obligations hereunder have been duly and validly authorized by each Party hereto.
23. Amendment. This Agreement shall not be altered, amended, modified, waived, or otherwise changed in any respect whatsoever except by a writing duly executed by all Parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

STATE OF ALABAMA

By: Steve Marshall

Name (printed): Steve Marshall

Title: Attorney General

Date: 8/8/24

STATE OF ARIZONA

By: 

Name (printed): Kristin K. Mayes

Title: Attorney General

Date: 8/12/24

STATE OF ARKANSAS

By: 

Name (printed): Tim Griffin

Title: Attorney General

Date: 12 August 2024

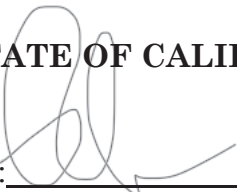
By: 

Name (printed): Nicholas J. Bronni

Title: Solicitor General

Date: 8/12/24

STATE OF CALIFORNIA

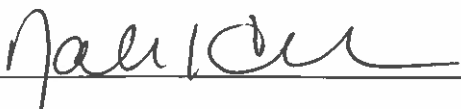
By:  _____

Name (printed): Richard J. Chivaro

Chief Legal Advisor to the
Title: California State Controller

Date: _____

STATE OF COLORADO

By: 

Name (printed): Natalie Hanlon-Leh

Title: Chief Deputy Attorney General

Date: 7/29/2024

STATE OF DELAWARE

By: Patricia A. Davis

Name (printed): Patricia A. Davis

Title: State Solicitor

Date: 8/26/2024

STATE OF FLORIDA

By: John Guard

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAD4Sza7IsY-dJ2-jqFi6cVsXM04FYu4pY

Name (printed): John Guard

Chief Deputy Attorney General
pursuant to authority delegated
Title: from the Attorney General

Date: Aug 13, 2024

By: _____

Name (printed): Jimmy Patronis

Title: Chief Financial Officer

Date: _____

STATE OF FLORIDA

By: _____

Name (printed): John Guard

Chief Deputy Attorney General
pursuant to authority delegated

Title: from the Attorney General

Date: _____



By: Michael Dobson, General Counsel, by direction of

Name (printed): Jimmy Patronis

Title: Chief Financial Officer

Date: 8/15/2024

STATE OF IDAHO

By: 

Name (printed): Brian V. Church

Lead Deputy Attorney General, Civil
Litigation and Constitutional Defense
Title: Division, Office of the Attorney General

Date: 13 August 2024

STATE OF INDIANA

By: Lori Torres

Name (printed): Lori Torres

Title: Chief Deputy Attorney General

Date: July 30, 2024

STATE OF IOWA

By: Brenna Bird

Name (printed): Brenna Bird

Title: Attorney General

Date: Aug 9, 2024

STATE OF KANSAS

By: 

Name (printed): Kris W. Kobach

Title: Attorney General

Date: 8-5-24

STATE OF KENTUCKY

By: 

Name (printed): Mark Metcalf

Title: Treasurer

Date: August 13, 2024

STATE OF LOUISIANA

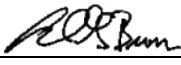
By: J. Benjamin Aguiñaga

Name (printed): J. Benjamin Aguiñaga

Title: Solicitor General

Date: 8/15/2024

STATE OF MARYLAND

By: 

Name (printed): Anthony G. Brown

Title: Attorney General

Date: _____

STATE OF MICHIGAN

By: Rachael Eubanks

Name (printed): Rachael Eubanks

Title: Treasurer

Date: 8/16/24

STATE OF MONTANA

By:  _____

Name (printed): Austin Knudsen

Title: Attorney General

Date: August 13, 2024

STATE OF NEBRASKA

By:  _____

Name (printed): Michael T. Hilgers

Title: Attorney General

Date: 8-6-24

STATE OF NEVADA

By: 

Name (printed): Aaron D. Ford

Title: Attorney General

Date: 8/5/24

By: _____

Name (printed): Danielle Anthony

Deputy Treasurer, Nevada Treasurer's
Title: Office – Unclaimed Property

Date: _____

STATE OF NEVADA

By: _____

Name (printed): Aaron D. Ford

Title: Attorney General

Date: _____

By: *Danielle Anthony*

Name (printed): Danielle Anthony

Deputy Treasurer, Nevada Treasurer's
Title: Office – Unclaimed Property

Date: 08/09/2024

STATE OF NORTH DAKOTA

By: Joseph Heringer

Name (printed): Joseph A. Heringer

Commissioner of University
Title: and School Lands

Date: August 1, 2024

By: Drew H. Wrigley

Name (printed): Drew H. Wrigley

Title: Attorney General

Date: August 1, 2024

STATE OF OHIO

Akil Hardy

Digitally signed by Akil Hardy
Date: 2024.08.07 15:51:17
-04'00'

By: _____

Name (printed): Akil Hardy

Superintendent of the Department of
Commerce, Division of Unclaimed

Title: Funds

Date: _____

By: _____

Name (printed): Hilary R. Damaser

Assistant Attorney General

Title: Executive Agencies Section

Date: _____

STATE OF OHIO

By: _____

Name (printed): Akil Hardy

Superintendent of the Department of
Commerce, Division of Unclaimed

Title: Funds

Date: _____

By: *Hilary R. Damaser*


Name (printed): Hilary R. Damaser

Assistant Attorney General

Title: Executive Agencies Section

Date: August 7, 2024

STATE OF OKLAHOMA

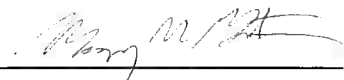
By:  _____

Name (printed): Gentner Drummond

Title: Attorney General

Date: 8/13/24

STATE OF OREGON

By:  _____

Name (printed): Benjamin Gutman

Title: Solicitor General

Date: 8/9/2024

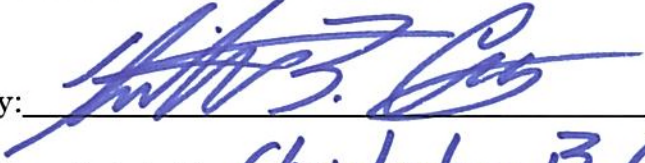
By:  _____

Name (printed): Michael Kaplan

Title: Deputy Treasurer

Date: 8.9.24

STATE OF PENNSYLVANIA


By: 

Name (printed): Christopher B. Craig

Title: Chief Counsel, PA Treasury

Date: 7/29/24

APPROVED AS TO FORM AND LEGALITY

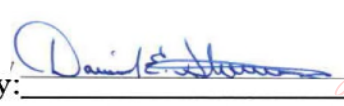

By: 

Name (printed): JENNIFER LANGON

Title: Deputy Chief Counsel

Date: 7/31/2024

APPROVED AS TO FORM AND LEGALITY

By:   Digitally signed by David E. Stover,
Assistant Chief Deputy Attorney General
Date: 2024.08.13 11:17:29 -04'00'

Name (printed): David E. Stover

Title: Assistant Chief Deputy Attorney General

Date: August 13, 2024

STATE OF SOUTH CAROLINA

By: Curtis Loftis

Name (printed): Curtis Loftis

Title: Treasurer

Date: Aug 13, 2024

STATE OF TEXAS

DocuSigned by:
By: Brent Webster
D6A2B7EF7FD8471...

Name (printed): Brent Webster

First Assistant Attorney
Title: General of Texas

Date: 8/13/2024 | 10:12 AM CDT

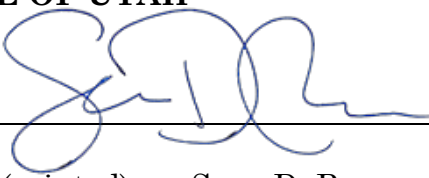
By: Lisa Craven

Name (printed): Lisa Craven

Deputy Comptroller /Chief of Staff-
Title: Texas Comptroller of Public Accounts

Date: August 12, 2024

STATE OF UTAH

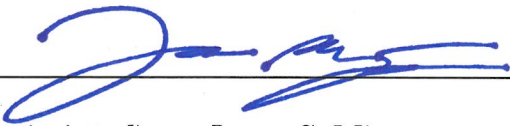
By:  _____

Name (printed): Sean D. Reyes

Title: Attorney General

Date: 7/29/2024

STATE OF VIRGINIA

By:  _____

Name (printed): Jason S. Miyares

Title: Attorney General

Date: July 29, 2024

STATE OF WASHINGTON

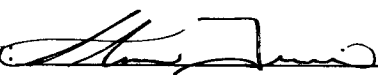
By: Erika Uhl

Name (printed): Erika Uhl

Title: Deputy Attorney General

Date: July 29, 2024

STATE OF WEST VIRGINIA

By:  _____

Name (printed): Steven A. Travis

General Counsel, Office of the
Title: Attorney General

Date: 8/13/24

STATE OF WISCONSIN

By: Karla J. Keckhaver

Name (printed): Karla Keckhaver

Title: Assistant Attorney General

Date: Aug. 12, 2024

STATE OF WYOMING

By: Williams

Name (printed): Dawn Williams

Title: Deputy Treasurer

Date: 7-31-2024

ATTACHMENT 1

SUPREME COURT OF THE UNITED STATES

DELAWARE, *Plaintiff*

Nos. 220145 & 220146

v.

(Consolidated)

ARKANSAS, *et al.*, *Defendants*

**STIPULATION AND ORDER FOR DISBURSEMENT OF FUNDS FROM
ESCROW**

The parties to the above-captioned litigation and MoneyGram Payment Systems, Inc. (“MoneyGram”), by and through their respective undersigned attorneys, hereby stipulate to the entry by the Court of the Order below concerning the disbursement of funds deposited by MoneyGram in the Court Registry Investment System (“CRIS”) of the United States District Court for the Southern District of New York in connection with this litigation:

ORDER FOR DISBURSEMENT OF FUNDS FROM ESCROW

The parties have made substantial progress in settlement discussions, and have advised that those efforts would be advanced by the entry of this Order establishing a procedure for the disbursement of funds held in escrow pursuant to any settlement the parties may execute. I find that there is good cause, and hereby issue the following FINDINGS AND ORDER:

I am authorized to direct the disbursement of funds from escrow. On February 20, 2018, then-Chief Judge Robert A. Katzmann issued an Order designating me to sit as a District Court Judge for the Southern District of New York for matters relating to this case. Case number 1:18-mc-00064 was initiated in that court and an escrow account was opened in the Court Registry Investment System at my direction. MoneyGram Payment Systems, Inc. has deposited funds in that CRIS account in connection with this case.

Attorneys Craig Rust and Michael Sapoznikow, who represent the State of California, or another designee of the State of California, shall be admitted *pro hac vice* to the Southern District of New York in connection with case number 1:18-mc-00064. To gain PACER access, they should follow the procedures used by attorneys who have been admitted via oral motion as reflected on the Southern District of New York website.

Upon entry of this Order, counsel for the State of California shall file a notice in case number 1:18-mc-00064 attaching this order and shall serve that notice upon the CRIS administrator for the Southern District of New York.

If and when the parties execute a settlement agreement, they shall file a notice of settlement with the Special Master that shall specify, as set forth in an attachment to the settlement agreement, the amount of principal in the CRIS account due to: 1) each party; and 2) MoneyGram for MoneyGram to report and distribute, as required by law, to the appropriate non-party sovereigns. Then, counsel for the State of California shall file the notice of settlement in case number 1:18-mc-00064 and serve it upon the CRIS administrator for the Southern District of New York.

Within two business days after the first day of the following month, the CRIS administrator for the Southern District of New York shall provide counsel for the State of California an updated account statement for the account associated with case number 1:18-mc-00064.

Counsel for the State of California, working with accounting consultants, shall calculate the precise interest amounts due to each party and to MoneyGram. The calculations shall use the principal amounts specified in the notice of settlement and shall calculate pro-rata interest earned by each abandoned instrument across its total time in escrow, using the method described in Defendants' prior filings. *See* Dkts. 170-172.

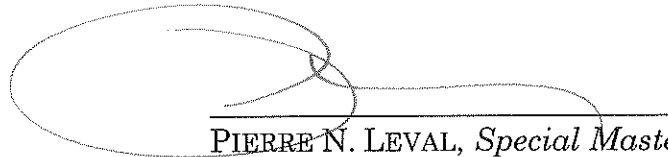
Counsel for the State of California shall provide the proposed interest-payment calculations to counsel for all the parties. If a party objects to the proposed interest-payment calculations, the party shall articulate the objection to counsel for all the other parties within two business days of receipt of the proposed interest-payment calculations and seek to resolve the disagreement amicably. If the parties cannot resolve the disagreement, within seven business days of having transmitted the proposed interest-payment calculations, counsel for the State of California shall submit the completed calculations to me and shall notify me which party has objected to the calculation of interest. The objecting party shall promptly articulate the objection to me, and I will issue a further order regarding the disposition of funds from the CRIS account.

If no party objects to the payment calculations, then following the expiration of the two-day period for articulating objections, counsel for the State of California shall submit to the CRIS administrator directions for the disbursement of the escrowed funds consistent with the terms of the settlement agreement and the interest calculations. The CRIS administrator shall disburse the funds according to those directions. Any remaining funds not accounted for in the directions shall be distributed to MoneyGram. Once the balance in the CRIS account is \$0, the CRIS administrator shall close the account.

At any point before, and no more than 21 days after the disbursement of funds by the CRIS administrator, MoneyGram shall transmit to each Defendant State reports in the standard format approved by the National Association of

Unclaimed Property Administrators for the Escrowed Official Checks corresponding to the instrument that Defendant State has taken custody over as part of the disbursement.

IT IS SO ORDERED.



PIERRE N. LEVAL, *Special Master*
Thurgood Marshall United States
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AGREED:

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*Counsel for MoneyGram Payment
Systems, Inc.*

Dated: July 1, 2024

ATTACHMENT 2

Settlement Payments

State	Settlement Payment
Alabama	\$8,202,205.15
Arizona	\$422,594.95
Arkansas	\$558,319.80
California	\$8,090,787.15
Colorado	\$3,022,387.02
Florida	\$7,599,494.44
Idaho	\$888,447.15
Indiana	\$1,714,346.99
Iowa	\$666,419.23
Kansas	\$1,062,254.10
Kentucky	\$1,032,446.02
Louisiana	\$1,805,388.05
Maryland	\$4,664,221.32
Michigan	\$3,956,594.61
Montana	\$901,528.45
Nebraska	\$652,149.13
Nevada	\$936,879.89
North Dakota	\$925,678.68
Ohio	\$11,511,625.62
Oklahoma	\$1,542,212.87
Oregon	\$2,990,953.33
Pennsylvania	\$7,638,159.64
South Carolina	\$2,354,445.28
Texas	\$6,988,390.43
Utah	\$1,727,373.06
Virginia	\$5,326,921.07
Washington	\$3,501,295.04
Wisconsin	\$9,225,929.90
West Virginia	\$1,981,570.41
Wyoming	\$501,732.34

ATTACHMENT 3

Delaware, Arkansas, Pennsylvania, California, Texas, Wisconsin and 25 other states announce settlement to end interstate unclaimed property litigation

Arkansas, Pennsylvania, California, Texas, Wisconsin, their coalition partners, and other states will take possession of more than \$190 million in unclaimed property

[DATE] – Officials from the state of Delaware, and officials from the states of Arkansas, Pennsylvania, California, Texas, and Wisconsin on behalf of a bipartisan coalition of 30 states, announced that they have agreed to a settlement ending the outstanding damages phase of an unclaimed property dispute before the U.S. Supreme Court. In 2023, a unanimous U.S. Supreme Court sided with Arkansas and its coalition partners in holding that unclaimed official checks issued by MoneyGram Payment Systems, Inc. (“MoneyGram”) are governed by the Federal Disposition Act.

The settlement effectively ends the remaining damages phase of the consolidated actions of *State of Delaware v. Commonwealth of Pennsylvania et al.*, No. 145 Original, and *State of Arkansas, et al. v. State of Delaware*, No. 146 Original.

Under the terms of the settlement, Delaware will transfer more than \$102 million of the property that MoneyGram reported to Delaware from 2011 to 2017 to the coalition states, based on each monetary instrument’s place of purchase. Delaware’s transfer represents roughly half of the report years disputed in the litigation.

In addition, approximately \$89 million deposited by MoneyGram in a litigation escrow account from 2018 to 2022, plus interest earned, will be distributed among all 50 states based on each instrument’s place of purchase. The coalition states will receive nearly \$55 million, plus earned interest, from the escrow account.

States will assume custody and responsibility to return any property received under the terms of the settlement or from the escrow account to owners, including paying any claims for the property.

The settlement agreement ends the outstanding parts of the ongoing litigation before the U.S. Supreme Court.

“Delaware is pleased to bring this matter to a close with the signing of this historic interstate settlement agreement,” said Brenda R. Mayrack, Delaware State Escheator and Director of the Office of Unclaimed Property. “Going forward, we look forward to working cooperatively and constructively with our sister states to focus on reuniting owners with their property and improving holder compliance with state unclaimed property laws.”

“This settlement brings to an end nearly eight years of litigation over unclaimed Official Checks and returns to the people of Arkansas, our coalition partners, and other states more than \$190 million dollars,” Arkansas Attorney General Tim Griffin said. “I’m proud of our work on this important case, and I’m grateful to our coalition partners—particularly the Attorneys General of California, Texas, and Wisconsin, and attorneys for Pennsylvania—for their hard work on this matter. I look forward to reuniting the people of Arkansas with their money.”

“The Pennsylvania Treasury Department first questioned the reporting of this type of property by MoneyGram to Delaware nine years ago, leading the way on this important issue,” said Pennsylvania Treasurer Stacy Garrity. “Under this settlement, Pennsylvania residents will be able to claim their unclaimed funds directly from the state treasury. I’m pleased to finally conclude this case and eager to start returning this money.”

“This settlement is an important step towards clarifying the proper disposition of abandoned official checks, which prior to today have improperly been delivered to Delaware,” stated California State Controller Malia Cohen. “The owners of these checks can now claim them directly from the state where they were purchased rather than a state that had no connection to their sale.”

“This settlement is a great result for the State of Wisconsin and Wisconsin consumers,” said Wisconsin Attorney General Josh Kaul. “Thanks to the coalition’s hard work, which culminated in this important settlement, Wisconsin will receive millions of dollars and have the opportunity to reunite some of these funds with their rightful owners.”

“I am pleased that we have been able to reach an agreement with Delaware to release money wrongfully withheld from Texas in violation of federal law,” Texas Attorney General Ken Paxton said. “Texas worked diligently with Arkansas and all of our coalition partners to ensure that unclaimed funds wrongly delivered to Delaware were released to the states with rightful claims.”

In addition to Arkansas, Pennsylvania, California, Texas, and Wisconsin, the original action in the Supreme Court against Delaware was joined by the States of Alabama, Arizona, Colorado, Florida, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Montana, Nebraska, Nevada, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, Utah, Virginia, Washington, West Virginia, and Wyoming.

ATTACHMENT 4

Supreme Court of the United States

DELAWARE, *Plaintiff*,

v.

Nos. 145 & 146 (Consolidated)

ARKANSAS, *et al.*, *Defendants*.

**JOINT STIPULATION AND
MOTION FOR DISMISSAL**

Plaintiff Delaware and Defendant States have agreed to a settlement agreement resolving all of Defendants' claims against Delaware. There is thus no further dispute for the Supreme Court to resolve regarding official checks escheated to Delaware by MoneyGram Payment Systems, Inc.

Pursuant to the settlement agreement, the parties have also agreed to the appropriate method for distributing the funds in the escrow account. Counsel for the State of California has separately submitted the parties' joint stipulation and a proposed order regarding the distribution of the escrow account. Once the escrow account is distributed, there will be no outstanding matters before the Court.

Plaintiff Delaware and Defendant States therefore jointly move the Special Master to recommend, after dispersal of the escrow account, that the Supreme Court dismiss this action in its entirety.

Respectfully submitted,

[Signatures and Signature Blocks for Counsel].

ATTACHMENT 5

Supreme Court of the United States

DELAWARE, *Plaintiff*,

v.

Nos. 145 & 146 (Consolidated)

ARKANSAS, *et al.*, *Defendants*.

NOTICE OF SETTLEMENT AGREEMENT

Pursuant to the Special Master’s Order governing the disbursement of funds from the Escrow Account, the Parties submit this notice of settlement, and specify the following calculations of principal.

The first chart details the principal due to each State that is a Party to this litigation. The second chart details the principal due to each jurisdiction that is not a Party to this litigation, which funds shall be transmitted to MoneyGram and which MoneyGram shall report and remit to that respective jurisdiction.

In submitting this notice, the Parties do not waive or forfeit any arguments that may arise in another case regarding the escheatment of funds to foreign jurisdictions.

Escrow Principal Due To Party States

State	Escrow Principal
Alabama	\$1,862,482.08
Arizona	\$349,718.22
Arkansas	\$203,588.11
California	\$5,057,129.17
Colorado	\$509,435.06
Delaware	\$628,199.34
Florida	\$4,566,416.14
Idaho	\$192,363.19
Indiana	\$2,369,376.92
Iowa	\$264,652.10
Kansas	\$489,755.90
Kentucky	\$372,272.23

State	Escrow Principal
Louisiana	\$1,351,254.97
Maryland	\$3,547,854.48
Michigan	\$2,933,807.91
Montana	\$552,619.90
Nevada	\$47,617.25
North Dakota	\$1,286,765.77
Ohio	\$5,387,049.07
Oklahoma	\$2,070,081.94
Oregon	\$494,969.77
Pennsylvania	\$6,149,078.91
South Carolina	\$710,244.41
Texas	\$4,998,618.89
Utah	\$1,599,447.47
Virginia	\$1,607,512.27
Washington	\$1,748,435.66
West Virginia	\$1,841,429.63
Wisconsin	\$1,696,080.44
Wyoming	\$440,896.13

Escrow Principal Due To MoneyGram To Transmit To Jurisdictions
Other Than Defendant States

Jurisdiction	Escrow Principal
Alaska	\$208,491.60
Alberta	\$170,347.20
Connecticut	\$238,906.18
District of Columbia	\$21,789.02
Georgia	\$3,695,957.86
Hawaii	\$1,702,151.43
Illinois	\$2,895,515.65
Maine	\$479,504.45
Massachusetts	\$3,484,284.64
Minnesota	\$1,822,047.67
Mississippi	\$2,693,405.72
Missouri	\$302,996.23
New Brunswick	\$6,438.60
New Hampshire	\$303,079.77

Jurisdiction	Escrow Principal
New Jersey	\$2,909,017.04
New Mexico	\$403,772.70
New York	\$4,962,167.77
North Carolina	\$2,637,188.94
Puerto Rico	\$7,905.28
Rhode Island	\$1,297,018.33
South Dakota	\$1,687,932.25
Tennessee	\$1,419,387.51
Vermont	\$126,234.56

Total Escrow Principal Due To MoneyGram To Transmit To Jurisdictions Other
Than Defendant States: \$33,475,540.40