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Frank Frohman, derivatively on behalf of Aaron's Inc., Order and Final Judgment

John J. Goger
Superior Court of Fulton County

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EXHIBIT D

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



FRANK FROHMAN, derivatively on behalf of:
Aaron's, Inc.,

Plaintiff,

vs.

RONALD W. ALLEN, ET AL.,

Defendants,

-and-

AARON'S, INC.,

Nominal Defendant.

Civil Action No.: 2014-CV-245817

COPY

PROPOSED ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing pursuant to the Court's Order Preliminarily Approving Settlement, Approving Notice of Settlement, and Setting Schedule dated August 8, 2014 (the "Preliminary Order"), on the application of the Settling Parties for final approval of the settlement set forth in the Stipulation of Settlement dated August 5, 2014 (the "Stipulation"). Due and adequate notice having been given to Current Aaron's Shareholders as required in said Preliminary Order, and the Court having considered all papers filed and proceedings had herein and otherwise

being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement, and over all Settling Parties.

3. The Court finds that the Settlement set forth in the Stipulation is fair, reasonable, and adequate as to each of the Settling Parties, and hereby finally approves the Settlement in all respects, finds that the Settlement set forth in the Stipulation provides substantial benefits to Aaron's and Current Aaron's Shareholders, and orders the Settling Parties to perform its terms to the extent the Settling Parties have not already done so.

4. The Action, all claims contained therein, and the Released Claims are hereby ordered as compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Judgment. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation.

5. Plaintiff, Aaron's, and Current Aaron's Shareholders, and anyone claiming through or for the benefit of any of them, are forever enjoined and permanently barred from asserting, instituting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claims against the Released Persons.

6. Upon the Effective Date, Plaintiff, Aaron's and Current Aaron's Shareholders shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Claims against the Released Persons.

7. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff and Plaintiff's Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, settlement, or resolution of the Action or the Demand.

8. These releases shall not be construed to limit or release any claims to enforce the terms of this Stipulation.

9. The Court finds that the Notice to Current Aaron's Shareholders posted on Aaron's website, filed with the United States

Securities and Exchange Commission along with a copy of the Stipulation, as exhibits to a Current Report on Form 8-K, and publication of the Summary Notice in *Investor's Business Daily*, provided the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said Notices fully satisfied the requirements of O.C.G.A. §14-2-745 and the requirements of due process.

10. The Court finds that the Demand was issued, the Action was litigated in good faith, and that the Action is being voluntarily settled after advice of counsel.

11. The Court finds that the Fee Award of \$200,000.00 is fair and reasonable, in accordance with the Stipulation, and finally approves the Fee Award.

12. If the Effective Date does not occur, or if the Fee Award is reversed or modified on appeal, then the award of fees and expenses (or any portion disallowed) shall be refunded to Aaron's or its carrier(s) by Plaintiff's Counsel. The refund shall be made within fifteen (15) business days after written notification of such event is sent by Aaron's counsel to Plaintiff's Counsel. In the event the refund is not made in a timely manner after written notification, Aaron's shall be entitled to an award of all

reasonable fees and expenses incurred by it in pursuing legal action to collect the refund. Plaintiff's Counsel, as a condition of the Fee Award, on behalf of itself and each partner and/or shareholder, agrees that the law firm and its partners, members, and/or shareholders are subject to the jurisdiction of this Court for the purpose of enforcing the Stipulation.

13. Neither the Stipulation (including any exhibit attached thereto) nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be offered, attempted to be offered or used in any way as a presumption, a concession or an admission of, or evidence of, the validity of any Released Claims, or of any fault, wrongdoing or liability of the Individual Defendants or Aaron's; or (b) is intended to be offered or received as evidence or used by any other Person in any other action or proceedings, whether civil, criminal, or administrative agency, or other tribunal. The Settling Parties or their counsel may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement; and (b) the Settling Parties for the purpose of construing, enforcing, and administering the Stipulation.

15. This Judgment is a final, appealable judgment and should be entered forthwith by the Clerk in accordance with O.C.G.A. §9-11-58. The effectiveness of this Judgment and the obligations of Plaintiff, Aaron's, and the Defendants under the Stipulation and the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of the award of attorneys' fees and expenses to Plaintiff's Counsel.

16. If the Effective Date does not occur, then this Order and Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

IT IS SO ORDERED.

DATE

October 8, 2014


The Honorable John J. Goger
Judge, Superior Court of Fulton
County