

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WARREN**

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**JOANNE VANNIER AND JAMES CIUFFO, on behalf  
of themselves and all others similarly situated,**

Index No.: EF2025-73702

**Plaintiffs,**

**-against-**

**PARKS HERITAGE FEDERAL CREDIT UNION,**

**Defendant.**

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Joanne Vannier and James Ciuffo (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 23), and Parks Heritage Federal Credit Union (“Parks Heritage” or “Defendant”) (collectively the “Parties”), in the action *Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*, (Case No. EF2025-73702) filed on or about May 22, 2025, in the Supreme Court of the State of New York, County of Warren (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 26), upon and subject to the terms and conditions below.

**RECITALS**

WHEREAS, on March 6, 2025, Plaintiff Joanne Vannier filed a Complaint against Defendant in the Supreme Court of the State of New York County of Warren related to a cybersecurity incident that occurred between July 17, 2024, and July 27, 2024 (the “Data Security Incident”) affecting Defendant;

WHEREAS, on April 9, 2025, Defendant filed its Motion to Dismiss Plaintiff’s Complaint;

WHEREAS, on May 22, 2025, Plaintiff Joanne Vannier filed an Amended Complaint adding Plaintiff James Ciuffo in the same court;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way;

WHEREAS, the Parties exchanged informal discovery and engaged in a full day of mediation with experienced mediator Honorable Ronald B. Leighton (Ret.) on January 28, 2026, which resulted in an agreement on the essential terms of a settlement; and

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

## **I. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. “Alternative Cash Payment” means the cash payment of \$75.00 that Settlement Members can claim as set forth in Paragraph 42(b).
3. “Defendant’s Counsel” means Tara Gill Nalencz of Cipriani & Werner, P.C.
4. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Documented Losses, Credit Monitoring Services, Lost Time Reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.
5. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.

8. “Court” means the Supreme Court of the State of New York, County of Warren.
9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41, which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.
10. “Documented Loss” means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Security Incident between July 17, 2024, and the Claims Deadline, as set forth in Paragraph 42(a). The maximum amount any one Settlement Class Member may recover for documented losses is \$4,500.00, made under penalty of perjury.
11. “Effective Date” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as Exhibit D; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.
12. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.
13. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representatives
14. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the New York Rules of Civil Procedure and is consistent with all material provisions of this Agreement.
15. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.
16. “Lost Time” means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/ or communicating with financial or other institutions, or otherwise dealing with issues related to the

Security Incident, up to a maximum of four (4) hours at \$25.00 per hour, supported by an attestation that the activities were related to the Security Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 42(a).

17. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”)

18. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

19. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

20. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

21. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

22. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

24. “Personal Information” includes, but is not limited to name, Social Security number, financial information, credit card number, and debit card number. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the New York Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the

forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

26. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

28. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

29. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 54.

30. “Data Security Incident” means the cybersecurity incident affecting Defendant that began on or around July 17, 2024 and continued until on or around July 27, 2024.

31. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this Action as set forth in Paragraph 67.

32. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administrator” means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

34. “Settlement Class” means all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024, until July 27, 2024, including all those who received notice of the Data Security Incident. Defendant represents that the Settlement Class includes approximately 9,567 individuals. Excluded from the Settlement Class are (i) all persons who are directors and officers of Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

35. “Settlement Class Counsel” means Cassandra P. Miller of Strauss Borrelli PLLC.

36. “Settlement Class List” means the list of the names and current or last known mailing address information for Settlement Class Members Defendant used to inform individuals of the Data Security Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within twenty (20) days of entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Class Representative” means Joanne Vannier and James Ciuffo.

39. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraphs 44-47.

40. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

## **II. SETTLEMENT BENEFITS AND REIMBURSEMENT**

41. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided through CyEx, which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

42. **Cash Benefits.** Defendant will pay Approved Claims for Documented Losses, and/or Lost Time Reimbursement, as well as Alternative Cash Payments. Participating Settlement Class Members who submit a valid and timely Claim Form may choose Cash Payment A (Documented Losses), including Lost Time, or, in the alternative, Cash Payment B (Alternative Cash Payment). Participating Settlement Class Members who submit a valid and timely Claim

Form may elect Credit Monitoring Services in addition to either Cash Payment A or Cash Payment B:

- a. **Cash Payment A; Claims for Compensation of Documented Losses** up to a total of \$4,500.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Documented Losses would include, without limitation and by way of example:
  - i. Out of pocket expenses actually incurred as a result of the Security Incident, including, without limitation, and by way of example, lost time; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges (only when charged by the minute).
  - ii. Claims for Reimbursement for Lost Time up to 4 hours at a rate of \$25.00 per hour (for a total of \$100.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Security Incident if at least one full hour was spent dealing with the Data Security Incident. Participating Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Security Incident. Claims for Lost Time are subject to the \$4,500.00 cap for Documented Losses.
- b. **Cash Payment B; Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$75.00 per Settlement Class Member in lieu of claims for Documented Losses and Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Documented Losses and Lost Time. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

43. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Security Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement

Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Documented Losses, Lost Time Reimbursement or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 42 above.
- d. The Settlement Administrator will determine to what extent documentation for Documented Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Security Incident.
- e. In determining whether claimed Documented Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after July 17, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Security Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Documented Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the

deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**46. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Documented Losses, including Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Documented Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46(a).
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

#### **IV. SETTLEMENT CLASS NOTICE**

50. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by

Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 41–43.

## V. OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph

54, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Security Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

56. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs, and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

## **VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement

Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

60. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

## **VIII. MODIFICATION AND TERMINATION**

61. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

62. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo

ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

## **IX. RELEASES**

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits, including that of Section 1542 of the California Civil Code, which provides that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor; and any law of any state or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

## **X. SERVICE AWARD PAYMENTS**

67. **Service Award Payments.** No more than fifteen (15) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) per Plaintiff, for a total of Nine Thousand Dollars (\$9,000.00). To the extent more than \$4,500.00 in service awards is sought for each Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within forty-five (45) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever

is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

## **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

69. **Attorneys' Fees and Costs and Expenses.** No more than fifteen (15) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs not to exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00). If Settlement Class Counsel seeks a Fee Award and Costs of more than \$225,000.00, Defendant reserves all rights to object and oppose such request. Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within forty-five (45) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or

reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

71. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

## **XIII. MISCELLANEOUS**

73. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

77. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

80. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

84. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to choice of law principles.

85. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
[cmiller@straussborrelli.com](mailto:cmiller@straussborrelli.com)

All notices to Defendant provided for herein, shall be sent by email to:

CIPRIANI & WERNER, P.C.  
Tara Gill Nalencz  
Three Valley Square, Suite 305  
512 E. Township Line Road  
Blue Bell, PA 19422  
(610) 567-0700  
[TNalencz@c-wlaw.com](mailto:TNalencz@c-wlaw.com)

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Joanne Vannier**

By: Joanne C Vannier

Date: 04 / 17 / 2026

**James Ciuffo**

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

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

**Parks Heritage Federal Credit Union**

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

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

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Joanne Vannier**

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

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

**James Ciuffo**

By: James J Ciuffo

Date: 04 / 17 / 2026

**Parks Heritage Federal Credit Union**

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

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

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Joanne Vannier**

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

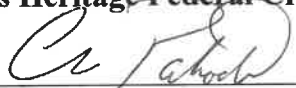
Date: \_\_\_\_\_

**James Ciuffo**

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

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


**Parks Heritage Federal Credit Union**

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

Date: 4/28/26

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By:   
Cassandra P. Miller

Date: 04 / 19 / 2026

*Counsel for Defendant*

By: \_\_\_\_\_  
Tara Gill Nalencz

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

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Cassandra P. Miller

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

*Counsel for Defendant*

By: *Tara Gill Nalencz*  
Tara Gill Nalencz

Date: 04/30/26

**— EXHIBIT A —**

Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

***Joanne Vannier and James Ciuffo v.  
Parks Heritage Federal Credit Union***

Case No. EF2025-73702

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE JULY 2024  
PARKS HERITAGE FEDERAL CREDIT UNION  
DATA SECURITY INCIDENT, A PROPOSED  
CLASS ACTION SETTLEMENT MAY AFFECT  
YOUR RIGHTS AND ENTITLE YOU TO  
BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

This notice is only a summary. Visit  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)  
Or scan this QR code for  
complete information.



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_

Login ID: «ClaimLoginID»

PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

**Why am I receiving this notice?** A Settlement has been reached with Parks Heritage Federal Credit Union (“Parks Heritage”) in a class action lawsuit (“Settlement”). The case is about the July 2024 cyberattack on Parks Heritage’s computers (the “Data Security Incident”). Files containing private information were accessed. Parks Heritage denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?** The Court has defined the class as: “All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024, until July 27, 2024, including all those who received notice of the Data Security Incident.”

The Court has appointed an experienced attorney, called “Class Counsel,” to represent the Class.

**What are the Settlement benefits?** You can claim two (2) years of **Credit Monitoring Services** by submitting a valid and timely Claim Form and choose either **Cash Payment A** (Documented Losses) or **Cash Payment B** (Alternative Cash Payment).

If you have unreimbursed documented losses you can get back up to **\$4,500, including \$25/hr for up to four hours of time** spent time fixing problems caused by this incident (up to

**\$100**). *Instead of any other cash payment, you may instead claim a **\$75 Alternative Cash Payment**.*

Full details and instructions are available online.

**How do I receive a benefit?** File your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

**What if I don’t want to participate in the Settlement?** If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Parks Heritage for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

**When will the Court approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorney’s fees and costs of up to \$225,000, and \$4,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

**This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.**



www.[SettlementWebsite].com

CaseID: [CaseID]  
SIMID: «SIMID»

**— EXHIBIT B —**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*  
Case No. EF2025-73702  
Supreme Court for Warren County, New York

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2024 PARKS HERITAGE FEDERAL CREDIT UNION DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Parks Heritage Federal Credit Union (“Parks Heritage” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Parks Heritage's computer systems that occurred in July 2024 (the “Data Security Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; financial information; credit card number; and debit card number.
- The lawsuit is called *Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*, Case No. EF2025-73702. It is pending in the Supreme Court for Warren County, New York (the “Litigation”).
- Parks Heritage denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Parks Heritage's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Parks Heritage.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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THE LAWYERS REPRESENTING YOU .....	6
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## Basic Information

### 1. Why was this Notice issued?

The Supreme Court for Warren County, New York, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*, Case No. EF2025-73702. It is pending in the Supreme Court for Warren County, New York. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Parks Heritage Federal Credit Union, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the July 2024 targeted cyberattack on Parks Heritage's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; financial information; credit card number; and debit card number.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Joanne Vannier and James Ciuffo. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024, until July 27, 2024, including all those who received notice of the Data Security Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Parks Heritage and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Security Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-(XXX) XXX-XXXX
- By mail: Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

All Settlement Class Members may enroll in **Credit Monitoring Services** and choose **either Cash Payment A** (Documented Losses) **or Cash Payment B** (Alternative Cash Payment). Settlement Class Members may not receive both Cash Payment A and Cash Payment B. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

#### **CASH PAYMENT OPTIONS**

**Cash Payment A: Compensation of Documented Losses.** If you incurred actual, unreimbursed, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$4,500.00**. The losses must have occurred between July 17, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Reimbursement for Lost Time.** Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**. Reimbursement for lost time is also subject to the \$4,500 cap on documented losses.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

**Cash Payment B: Alternative Cash Payment.** *Instead of any other cash payment option (above),* you may claim a one-time cash payment of \$75. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-(XXX) XXX-XXXX
- By mail: Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Parks Heritage about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

### 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

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*Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*

Page 5 of 9

«2DBarcode»

SIMID: «SIMID» | CaseID: [CaseID]

Questions? Call (XXX) XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-(XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Cassandra P. Miller of Strauss Borrelli PLLC, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$225,000.00 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by Parks Heritage.

Class Counsel will also ask for Service Award payments of \$4,500.00 for each of the Class Representatives. Service Award payments will also be paid by Parks Heritage.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Parks Heritage on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*, Case No. EF2025-73702, pending in the Supreme Court for Warren County, New York;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Parks Heritage Data Security Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*, Case No. EF2025-73702, pending in the Supreme Court for Warren County, New York;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) information that proves that you are a Class Member (such as a notice you have received); and
- (7) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	Parks Heritage Data Security Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Supreme Court for Warren County, New York, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-(XXX) XXX-XXXX
- By mail: Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

**— EXHIBIT C —**

# CLAIM FORM AND RELEASE

## SUPREME COURT FOR WARREN COUNTY, NEW YORK

*Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*

Case No. EF2025-73702

Parks Heritage Data Security Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

XXX-XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

### TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024, until July 27, 2024, including all those who received notice of the Data Security Incident.”

**Excluded from the Settlement Class** are: (1) directors and officers of Parks Heritage; (2) anyone who timely and validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Security Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.



**Claims must be submitted online OR postmarked by [Claims Deadline].**



Paper Claim Forms must be mailed through the United States Postal Service, so that they are postmarked **no later than [Claims Deadline]**. Please mail to:

Claims Administrator  
Parks Heritage Data Security Incident Settlement  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799

**Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.**

## GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

*Joanne Vannier and James Ciuffo v. Parks Heritage Federal Credit Union*

Page 1 of 7

«2DBarcode»

SIMID: «SIMID» | CaseID: [CaseID]

Questions? Call XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

## AVAILABLE BENEFITS

All Settlement Class Members may enroll in **Credit Monitoring Services** and choose **either Cash Payment A (Documented Losses) or Cash Payment B (Alternative Cash Payment)**. You may not receive both Cash Payment A and Cash Payment B. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

### CASH PAYMENT OPTIONS

**Cash Payment A: Compensation of Documented Losses.** If you incurred actual, unreimbursed, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$4,500.00**. The losses must have occurred between July 17, 2024, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Security Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Reimbursement for Lost Time.** Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**. Reimbursement for lost time is also subject to the \$4,500 cap on documented losses.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:



- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

**Cash Payment B: Alternative Cash Payment.** *Instead of any other cash payment option, you may claim a one-time cash payment of \$75.00. You do not have to provide any proof or explanation to claim this payment.*



If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
- By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- By toll-free call: XXX-XXX-XXXX
- By mail: Claims Administrator  
Parks Heritage Data Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

 **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) 

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

 **Claims must be submitted online OR postmarked by [Claims Deadline].** 

If you contact information changes after you submit your claim, notify the Claims Administrator.







## VII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

MM

DD

YY

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Please print or type your name on the line above.

**— EXHIBIT D —**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WARREN**

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**JOANNE VANNIER AND JAMES CIUFFO, on behalf  
of themselves and all others similarly situated,**

Index No.: EF2025-73702

**Plaintiffs,**

**-against-**

**PARKS HERITAGE FEDERAL CREDIT UNION,**

**Defendant.**

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**[PROPOSED] ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**BEFORE THE COURT** is the Unopposed Motion for Preliminary Approval<sup>1</sup> submitted by Plaintiffs, individually, and on behalf of all Settlement Class Members. Prior to ruling, the Court considered the following documents and evidence:

- Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Counsel in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and attached exhibits; and
- The records in this case and arguments of counsel.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

**1. Preliminary Approval of the Proposed Settlement.** The Settlement is preliminarily approved pending Final Approval. Based on the representations of the Parties and the current record, the Court preliminarily finds that the proposed Settlement described in the Agreement (including the monetary provisions, the plan of allocation, the release of claims, the

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

proposed award of attorneys' fees and costs, and Service Awards) appears reasonable and therefore grants Preliminary Approval of the Settlement. The Court preliminarily finds that the Settlement is fair, reasonable, and adequate and that the Settlement is in the best interests of the Settlement Class. In making this preliminary finding, the Court considered the nature of the claims, the relative strength of Plaintiffs' claims, the amounts and kinds of benefits paid in Settlement, the allocation of Settlement proceeds among the Settlement Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the Settlement resulted from arm's length negotiations.

**2. Class Certification for Settlement Purposes Only.** Pursuant to C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5) and 902, the Court conditionally certifies, for settlement purposes only, the following Settlement Class, which consists of all Settlement Class Members who have not excluded themselves from the Settlement Class by submitting a timely request to opt-out in accordance with the requirements set forth in the Notice and the Preliminary Approval Order:

All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024, until July 27, 2024, including all those who received notice of the Data Security Incident.

Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

**3. Prerequisites for Class Action.** Solely for the purposes of settlement, the Court conditionally finds that the prerequisites for a class action appear satisfied pursuant to the C.P.L.R. § 902 factors and the *Colt* factors, for the following reasons:

(a) The Settlement Class consists of approximately 9,567 members and thus is very numerous, and it may be impracticable to bring them all before the Court, one or more may sue or defend for the benefit of all;

(b) There are questions of law or fact common to the Settlement Class for the purpose of determining whether the Settlement should be approved;

(c) The Class Representatives' claims are typical of the claims of the Settlement Class because the Class Representatives' claims arise from the same alleged course of conduct that gives rise to the claims of other Settlement Class Members and are based on the same legal theory;

(d) The Class Representative and Class Counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed Settlement;

(e) For purposes of settlement, the predominance requirement is satisfied because there is a "common nucleus of operative facts" to each Settlement Class Members' claims, and all Settlement Class Members were subject to the same alleged conduct by Defendant;

(f) For purposes of settlement, the superiority requirement is satisfied because the resolution of approximately 9,567 claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication, particularly in a case like this one with modest individual damages; and

(g) The Settlement conforms to the requirements of due process and fairly ensures the protection of absent parties who are to be bound by the Settlement.

**4. Appointment of the Class Representatives and Class Counsel.** The Court conditionally appoints Plaintiffs Joanne Vannier and James Ciuffo as Class Representatives for the Settlement Class. The Court appoints Cassandra P. Miller of Strauss Borrelli PLLC Class Counsel for the Settlement Class.

**5. Settlement Administrator.** **Simpluris** is appointed to serve as the Settlement Administrator for the Settlement Class for the purpose of administering the Settlement and implementing the Notice Plan and Claims Process.

**6. Notice of Proposed Class Action Settlement.** The Court approves the Notice Plan and the form and content of the Notice, and authorizes dissemination of the Notice to the Settlement Class as required by the Settlement. The Court finds that the proposed method for notifying the Settlement Class meets the requirements of C.P.L.R. §§ 904 and 908, and all due process requirements, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice. The Settlement Administrator shall follow the procedures set forth in the Agreement to effectuate the Notice Plan. The deadline for Settlement Class Members to submit a claim for Settlement Class Member Benefits shall be 90 days after the Notice Date.

Within 15 days of the date of this order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days of this order, the Settlement Administrator shall begin to distribute Notice to all Class Members as provided in the Settlement Agreement.

**7. Opting-Out of the Settlement.** Unless a Settlement Class Member timely opts-out of the Settlement, pursuant to the requirement set forth in the Agreement and in the Notice, he/she

shall be bound by the terms and conditions of the Agreement and shall also be bound by the Court's Final Approval Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the Released Claims against the Defendant or the Released Parties. The Court approves the proposed procedure to opt-out from the Settlement, which is to submit a written statement requesting to opt-out to the Settlement Administrator no later than the Opt-Out Deadline, which is 60 days after the Notice Date.

**8. Objecting to the Settlement.** Each member of the Settlement Class shall be given a full opportunity to object to the proposed Settlement and Application for Attorneys' Fees, Costs, and Service Awards and to participate in the Final Approval Hearing. Any Member of the Class seeking to object to the proposed Settlement may file such objection in writing with the Court no later than 60 days after the Notice Date. Settlement Class Members who fail to send timely written objections substantially complying with the manner specified above or fail to object at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The written objection requirement may be excused by the Court upon a showing of good cause. Only objecting Settlement Class Members who make objections in the exact manner described in the Agreement and in the Long Form Notice, will be considered objectors and will therefore be permitted to be heard at the Final Approval Hearing unless excused upon a showing of good cause. Class Counsel and Defendant's counsel may conduct discovery on any objector, including taking deposition and requiring the production of documents.

**9. Final Approval Hearing.** Class Counsel shall file their Motion for Final Approval inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. The Final Approval Hearing is set for

\_\_\_\_\_, 2026 at \_\_\_\_\_.m., and may be in-person at the Warren County Court Building, 1340 State Route 9 Lake George, New York 12845, Courtroom \_\_\_\_\_, by Zoom, or both, depending upon the Court's preference. The Settlement Website will include notice of the date, time, and whether the hearing is in-person, by Zoom, or both.

At the hearing, the Court will consider whether the prerequisites for class certification and treatment under C.P.L.R. §§ 901(a)(1)-(5) are satisfied for settlement purposes and whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court. The Court will also consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, and rule on any other matters that the Court deems appropriate.

The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class, which will not otherwise alter the deadlines for submitting a Claim, objecting to or opting-out of the Settlement, or for Plaintiffs to file their Motion for Final Approval set forth herein unless specifically ordered by the Court. In the event that the Effective Date does not occur, the Parties will be returned to their respective positions *nunc pro tunc* as those positions existed prior to the execution of the Settlement Agreement.

**10. Non-substantive amendments.** Non-substantive amendments may be made to the Settlement Agreement and/or Notice upon agreement of Class Counsel and Defendant's counsel.

**11.** All proceedings in this Action, except those contemplated herein, are stayed and all deadlines vacated.

**12.** The Court retains jurisdiction to consider all further applications arising out of, or in connection with, the Settlement.

**13. Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

<u><b>EVENT</b></u>	<u><b>DATE</b></u>
Notice Date	Within 30 days of entry of Preliminary Approval Order
Deadline for Settlement Class Members to Object to Settlement	60 days after the Notice Date
Deadline for Settlement Class Members to Opt-Out of Settlement	60 days after the Notice Date
Deadline for Plaintiffs to File Motion for Final Approval and Application for Attorney Fees, Costs, and Service Awards	45 days prior to initial scheduled Final Approval Hearing (i.e., no earlier than 75 days after the Notice Date)
Deadline for Settlement Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	90 days after the Notice Date
<u><b>Final Approval Hearing</b></u>	_____, 2026 (No earlier than 120 days after the Notice Date)

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2026 \_\_\_\_\_

**— EXHIBIT E —**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WARREN**

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**JOANNE VANNIER AND JAMES CIUFFO, on behalf  
of themselves and all others similarly situated,**

Index No.: EF2025-73702

**Plaintiffs,**

**-against-**

**PARKS HERITAGE FEDERAL CREDIT UNION,**

**Defendant.**

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**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

Before the Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”). Plaintiffs Joanne Vannier and James Ciuffo, (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the proposed Settlement Class, and Defendant Parks Heritage Federal Credit Union (“Defendant”), have entered into a Settlement Agreement (the “Settlement Agreement”).

This Court has jurisdiction over all claims in this Action and all Parties hereto. Having reviewed and considered the Settlement Agreement, the Motion for Final Approval of the Class Action Settlement, and the Application for Attorneys’ Fees, Costs, and Service Awards, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Approval Order and Judgment.

**THE COURT**, not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action Settlement; and

**THE COURT**, being required under C.P.L.R. § 901 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class; and

**THE COURT**, having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affirmations filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and oral arguments presented to the Court;

**IT IS ON \_\_\_\_\_ HEREBY ORDERED** that:

1. The Settlement involves allegations in Plaintiffs’ Class Action Complaint involving a Data Security Incident suffered by Defendant. Plaintiffs claim that Defendant failed to safeguard and protect the Private Information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Settlement Class. Defendant does not admit any liability, that it violated any law, or that the Data Incident was the result of any wrongdoing, negligence, or fault by Defendant.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, capitalized terms in this Order have the same meaning as set forth in the Settlement Agreement.

4. On \_\_\_\_\_, the Court entered an Order (the “Preliminary Approval Order”) which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Plan set forth in the Settlement Agreement; (b) provisionally certified a class in this matter for settlement purposes only, including defining the class, appointed Plaintiffs as the Class Representatives, and

appointed Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to C.P.L.R. §§ 901 and 902 for settlement purposes only, the Court certified the Settlement Class, defined as follows:

All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Parks Heritage Federal Credit Union which began on or around July 17, 2024 and continued until on or around July 27, 2024, including all those who received notice of the Data Security Incident.

Excluded from the Settlement Class are all persons who are directors and officers of Defendant; the Judge assigned to the Action, that Judge's immediate family, and Court staff; any Settlement Class Member who timely and validly opted-out of the Settlement; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of C.P.L.R. §§ 901 and 902. The Settlement Agreement, attached to the Motion for Preliminary Approval of the Class Action Settlement, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

7. The terms of the Settlement Agreement are fair, reasonable, adequate, and are in the best interests of the Settlement Class, and are hereby approved, adopted, and incorporated by

the Court. The Parties, Parties' Counsel, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing and the Motion for Final Approval of the Class Action Settlement and the Application for Attorneys' Fees, Costs, and Service Awards has been provided to Settlement Class Members as directed by this Court's Orders, and an affirmation of the Settlement Administrator's compliance with the Notice Plan has been filed with the Court.

9. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of C.P.L.R. § 904. Pursuant to the Settlement Agreement and the Preliminary Approval Order, Simpluris as the Settlement Administrator, provided Notice to Settlement Class Members in compliance with the Settlement Agreement, the Notice Plan, due process, and C.P.L.R. § 901.

10. The Court finds that the Settlement Administrator's Notice fully and accurately informed Settlement Class Members about the Action and the existence and terms of the Settlement Agreement; advised Settlement Class Members of all terms of the Settlement; advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so Settlement Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed Settlement; provided procedures for Settlement Class Members to file written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

11. The Court reviewed Plaintiffs' Motion for Final Approval of the Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards and all supporting materials, including but not limited to the Settlement Agreement.

12. \_\_\_\_\_ Settlement Class Members have requested to be excluded from the Settlement and are not bound by the Settlement of the Action.

13. In total, the number of Settlement Class Members that objected to the Settlement is \_\_\_\_\_. Having considered the objections (if any), the Court hereby overrules the objections (if any). All persons who did not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

14. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith, and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating this Action, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

15. The Court finally and unconditionally grants approval of the Settlement Agreement in full. This Final Approval Order and Judgment shall have a *res judicata* effect and bar the Plaintiffs and each Settlement Class Member who did not timely opt-out from bringing any action

against Defendant or the Released Parties from asserting any of the Released Claims as provided in the Settlement Agreement.

16. The Court incorporates its conclusions in the Preliminary Approval Order regarding the satisfaction of C.P.L.R. §§ 901–902. Because the Settlement Class is certified solely for purposes of Settlement, the Court need not address any issues of manageability for litigation purposes.

17. The Court grants final approval of the appointment of Plaintiffs Joanne Vannier and James Ciuffo as the Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

18. The Court finds that Cassandra P. Miller of Strauss Borrelli PLLC are qualified and experienced attorneys capable of adequately representing the Settlement Class, and they are finally approved as Class Counsel.

19. The Court finally appoints Simpluris as the Settlement Administrator. The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of the Settlement and shall comply with the terms of the Settlement.

20. The Court awards \$4,500 to each of the Settlement Class Representatives as Service Awards. The Court finds these amounts are justified by their service to the Settlement Class. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

21. The Court finds Class Counsel’s requested attorneys’ fees of \$225,000, is reasonable. Class Counsel’s hourly rates are in line with prevailing market rates and the hours worked are also reasonable. That award shall be paid by Defendant to Class Counsel in accordance with and by the deadline specified in the Settlement Agreement.

22. The Court further finds the request for reimbursement of \$ \_\_\_\_\_ for litigation costs is reasonable based on the work necessary to achieve this favorable class Settlement and is to be paid by Defendant to Class Counsel in accordance with the terms of and by the deadline specified in the Settlement Agreement.

23. Pursuant to the Settlement Agreement, Defendant, and the Settlement Administrator, shall implement the Settlement in the manner and time frame as set forth therein.

24. Pursuant to the Settlement Agreement, and upon the Effective Date, Plaintiffs and Settlement Class Members shall have released all Released Claims (including unknown claims) against Defendant and all Released Parties as set forth in the Settlement Agreement.

25. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, the Releasing Parties will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

26. All costs of the settlement, including all payments to Settlement Class Members, costs of Administration and Notice, the attorneys' fees, costs, and the Service Awards shall be paid in accordance with the terms of the Settlement Agreement.

27. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the litigation.

28. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant or the Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

29. If the Effective Date does not occur for any reason, (i) the Final Approval Order and Judgment and all of its provisions will be vacated, including, but not limited to the attorneys' fees, costs, and Service Awards, (ii) the Final Approval Order and Judgment will not waive, release, or otherwise impact the Parties' rights or arguments in any respect, and (iii) the Action will revert to the status that existed before the Settlement Agreement's execution date.

30. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation, interpretation, implementation, and enforcement of the Settlement Agreement.

31. This Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: \_\_\_\_\_