

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
CIVIL ACTION

**JUSTIN DINKEL and VERONICA
HICKS**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

AMERICAN CONSUMER CREDIT
COUNSELING, INC.,

Defendant.

Case No. 2581CV02933

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE¹

Plaintiffs Justin Dinkel and Veronica Hicks (“Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendant American Consumer Credit Counseling, Inc. (“ACCC” or “Defendant”), together, the “Parties,” hereby enter into and agree to the following terms in full settlement (“Settlement Agreement”²), on a class-wide basis, of the lawsuit captioned, *Dinkel, et al. v. American Consumer Credit Counseling, Inc.*, Case No. 2581CV02933, currently pending in the Superior Court of the Commonwealth of Massachusetts for the County of Middlesex (the “Action”). This Settlement Agreement is subject to a Final Approval Order entered by the Court.

I. BACKGROUND

¹ This amended agreement removes all opt-out provisions and supersedes the agreement executed by the Parties in January and February 2026.

² In addition to terms defined elsewhere in this agreement, as used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. On April 8, 2025, ACCC determined that an unauthorized third-party had accessed certain employee email accounts between January 27 and February 18, 2025 (the “Data Incident”).

2. Following ACCC’s investigation into the Data Incident, ACCC mailed notification to 11,611 individuals whose Social Security number, driver’s license number, financial account number, and payment card information (“PII”) may have been implicated in the Data Incident.

3. On July 22, 2025, Plaintiff Veronica Hicks filed a class action complaint in the United States District Court for the District of Massachusetts, captioned *Hicks v. American Consumer Credit Counseling, Inc.*, Case No. 1:25-cv-12056 (D. Mass.), asserting three causes of action: (1) negligence; (2) breach of implied contract; and (3) unjust enrichment. On July 30, 2025, Plaintiff Justin Dinkel filed a second, separate class action complaint before the same court, captioned *Dinkel v. American Consumer Credit Counseling, Inc.*, Case No. 1:25-cv-12125 (D. Mass.), also bringing claims in connection with the Data Incident.

4. On August 4, 2025, the case was consolidated into one case captioned *In re American Consumer Credit Counseling, Inc. Data Breach Litigation*, Case No. 1:25-cv-12056-IT (D. Mass.).

5. On October 14, 2025, the Parties participated in a full-day, private mediation before Bruce Friedman of JAMS. In advance of the mediation, ACCC provided Settlement Class Counsel with confidential pre-mediation disclosures.

6. At mediation, the Parties reached an agreement in principle on the material terms of the Settlement.

7. On November 24, 2025, Plaintiffs individually and on behalf of a putative class, filed a class action complaint (the “Complaint”) against ACCC in the Superior Court of the Commonwealth of Massachusetts for the County of Middlesex, captioned *Dinkel, et al. v.*

American Consumer Credit Counseling, Inc., Case No. 2581CV02933. The Complaint asserted the following claims: (1) negligence; (2) breach of implied contract; and (3) unjust enrichment.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. ACCC has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. ACCC does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Settlement Agreement shall be used or construed as an admission of liability, and this Settlement Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Settlement Agreement. Plaintiffs have entered into this Settlement Agreement to recover on the claims they asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Settlement Agreement to bind Plaintiffs, ACCC, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. DEFINITIONS

9. “**Action**” means the lawsuit entitled *Dinkel, et al. v. American Consumer Credit Counseling, Inc.*, Case No. 2581CV02933, currently pending in the Superior Court of the Commonwealth of Massachusetts for the County of Middlesex.

10. “**Claim Deadline**” means the postmark and/or online submission deadline for claims, which shall be 90 days after the Notice Date.

11. “**Claim Form**” means the form that will be used by Settlement Class Members to submit a claim for settlement benefits, substantially in the form as shown in **Exhibit 1** to this Settlement Agreement, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by a Settlement Class Member. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

12. “**Court**” means the Superior Court of the Commonwealth of Massachusetts for the County of Middlesex and the judge assigned to the Action, or such other judge to whom the Action may hereafter be assigned.

13. “**Data Incident**” means the data incident experienced by Defendant between January 27 and February 18, 2025, in which an unauthorized third-party accessed certain ACCC employee email accounts.

14. “**Defendant**” means American Consumer Credit Counseling, Inc.

15. “**Defendant’s Counsel**” means Sean B. Solis and James H. Rollinson of Baker & Hostetler LLP.

16. “**Effective Date**” means the date upon which the settlement in the Action shall become effective and final, and occurs when the Final Approval Order, as defined in Paragraph 19 below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other

review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, Settlement Class Counsel's Fees and Costs Award or the Service Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being Settlement Class Counsel's Fees and Costs Award, and/or the Service Awards.

17. **"Email Notice"** means the content of the emailed notice to Settlement Class Members, substantially in the form as shown in **Exhibit 4**. The Email Notice will direct recipients to the Settlement Website where Settlement Class Members may obtain additional details of the proposed Settlement, the Claim Form, instructions for how Settlement Class Members may submit claims, and the Objection Deadline. The Email Notice will also explain to the Settlement Class that they may be entitled to settlement benefits and how to submit a Claim Form.

18. **"Final Approval Hearing"** means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court will consider Settlement Class Counsel's request for payment of Service Awards and Settlement Class Counsel's Fees and Costs Award request.

19. **"Final Approval Order"** means the Final Approval Order and Judgment of the Court approving this Settlement and making such other final rulings as are contemplated by this Settlement Agreement.

20. **“Long Form Notice”** means the Court-approved Long Form Notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit 2**, informing the Settlement Class of, among other things: (i) the preliminary approval of the settlement, (ii) the scheduling of the Final Approval Hearing, (iii) the settlement benefits available to Settlement Class Members, and (iv) their opportunity to participate in, or object to, the settlement.

21. **“Motion for Final Approval”** means the motion that Plaintiffs shall file with the Court seeking Final Approval of the settlement no later than 14 days in advance of the Final Approval Hearing.

22. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the settlement.

23. **“Notice”** means the Long Form Notice, Email Notice, Postcard Notice, Settlement Website, and settlement telephone line that Plaintiffs and Settlement Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

24. **“Notice Date”** means 45 days after the Court’s entry of the Preliminary Approval Order.

25. **“Objection Deadline”** means the date by which Settlement Class Members must mail to Settlement Class Counsel and Defendant’s Counsel their objection to the Settlement. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Deadline shall be 60 days from the Notice Date. The postmark date shall constitute evidence of the date for mailing for these purposes.

26. **“Party”** means Plaintiffs and Defendant individually and **“Parties”** means Plaintiffs and Defendant collectively.

27. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

28. “**Postcard Notice**” means the content of the mailed notice to Settlement Class Members, substantially in the form as shown in **Exhibit 3**. The Postcard Notice will direct recipients to the Settlement Website where Settlement Class Members may obtain additional details of the proposed Settlement, the Claim Form, instructions for how Settlement Class Members may submit claims, and the Objection Deadline. The Postcard Notice will also explain to the Settlement Class that they may be entitled to settlement benefits and how to submit a Claim Form.

29. “**Preliminary Approval Order**” means the order preliminarily approving this Settlement Agreement. The Parties will prepare a mutually agreeable Preliminary Approval Order to be filed contemporaneously with Plaintiff’s Motion for Preliminary Approval.

30. “**Related Entities**” means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in this Action, other than any Person who is 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 Data Incident or who pleads *nolo contendere* to any such charge.

31. **“Released Claims”** shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of all state statutory claims; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident, including Unknown Claims, released by this Settlement Agreement, as set forth in Paragraph 84. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement.

32. **“Released Parties”** means collectively, Defendant and the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities,

including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

33. **“Service Awards”** means the amounts to be paid to the Settlement Class Representatives to compensate them for their time and effort spent pursuing the Action on behalf of the Settlement Class, subject to approval of the Court as set forth in Paragraph 48.

34. **“Settlement Agreement”** means the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

35. **“Settlement Administration”** means the distribution of notices and processing and payment of claims and payments to Settlement Class Members by the Settlement Administrator.

36. **“Settlement Administrator”** means Simpluris, Inc. (“Simpluris”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Action.

37. **“Settlement Class”** means all individuals residing in the United States whose PII was potentially compromised in the Data Incident experienced by Defendant, including all those who received notice of the Data Incident. Excluded from the Settlement Class are the following individuals and/or entities: (1) Defendant; (2) Defendant’s affiliates, parents, subsidiaries; (3) any entity in which Defendant has a controlling interest; (4) any of Defendant’s officers or directors; (5) any successors; (6) any judge who adjudicates this case, including their staff and immediate family; and (7) any 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 Data Incident, or who pleads *nolo contendere* to any such charge.

38. **“Settlement Class Counsel’s Fees and Costs Award”** means the amount of attorneys’ fees and reimbursement of fees and costs awarded by the Court to Settlement Class

Counsel in satisfaction of any request or claim for payment of attorneys' fees and costs in connection with this Action as set forth in Paragraph 49.

39. **"Settlement Class Counsel"** means Casandra Turner of Milberg, PLLC.

40. **"Settlement Class List"** means the list of the names and current or last known mailing address information, to the extent reasonably available, for the approximately 11,613 Settlement Class Members.

41. **"Settlement Class Member(s)"** means a Person(s) who falls within the definition of the Settlement Class.

42. **"Settlement Class Representatives"** means Veronica Hicks and Justin Dinkel.

43. **"Settlement Website"** means the website described in Paragraph 75.

44. **"Unknown Claims"** means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

45. “**Valid Claim(s)**” means the timely submitted or postmarked Claim Forms in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process described in Paragraph 60.

III. SETTLEMENT TERMS

46. The settlement shall be administered on a wholly claims-made basis. Settlement Class Members may submit a Claim Form to receive benefits from the settlement. The Settlement Administrator will only issue settlement benefits to Settlement Class Members who submit valid and timely claims. To be entitled to receive benefits under this Settlement Agreement, Settlement Class Members must properly complete a Claim Form and timely deliver it to the Settlement Administrator within 90 days from the Notice Date. Any Settlement Class Member who fails to submit a Valid Claim Form will not receive any benefits under this settlement, and shall be bound by the Settlement Agreement, including the releases described herein.

47. **Settlement Benefits.** Settlement Class Members may submit a claim to receive three years of Financial Shield Complete and one-bureau credit monitoring provided by CyEx. Settlement Class Members may also submit a claim to receive either (a) compensation for lost time and reimbursement of documented out-of-pocket losses; or (b) an alternative cash payment. Settlement Class Members may elect to receive benefits under only one of the following claim categories:

a) **Claim Category 1.** Settlement Class Members who submit a valid and timely Claim Form are eligible to receive three years of Financial Shield Complete with one-bureau credit monitoring services provided by CyEx. Settlement Class Members who submit a valid and timely Claim Form may also seek compensation for lost time and reimbursement for documented out-of-pocket losses.

i. Compensation for Lost Time. Settlement Class Members who submit valid and timely claims are eligible for compensation for up to four (4) hours of lost time at \$20.00 per hour for time spent mitigating the effects of the Data Incident (*i.e.*, not to exceed \$80.00 in total). Settlement Class Members may submit claims for lost time with an attestation that they spent the claimed time responding to issues traceable to the Data Incident. This attestation may be completed by checking a box next to the sentence: “I swear and affirm that I spent the amount of time identified responding to the Data Incident that impacted American Consumer Credit Counseling, Inc.”

ii. Documented Out-of-Pocket Losses. Settlement Class Members who submit valid and timely claims and who submit necessary supporting documentation, are eligible for reimbursement of documented out-of-pocket expenses and losses, not to exceed \$3,500 per Settlement Class Member, that were incurred as a result of the Data Incident, including, without

limitation and by way of example: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) unreimbursed losses due to fraud or identity theft; and (viii) any other charge or loss reasonably related to the Data Incident. To qualify as a Documented Out-of-Pocket Loss, the expense or loss must have been incurred by Settlement Class Members between January 27, 2025, and the Claims Deadline. Supporting documentation may include receipts or other documentation, not self-prepared by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Documented out-of-pocket losses must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason.

b) **Claim Category 2.** In the alternative to the benefits described under Claim Category 1, Settlement Class Members who submit a timely and valid Claim Form may elect to receive an alternative cash payment of \$45 per Settlement Class Member. Settlement Class Members who submit a valid and timely Claim Form are also eligible to receive three years of Financial Shield Complete with one-bureau credit monitoring services provided by CyEx.

48. **Service Awards.** The Parties did not discuss the payment of the Service Awards until after the substantive terms of the settlement had been agreed upon. Defendant’s Counsel and Settlement Class Counsel then negotiated and agreed to the provisions described herein. Service Awards will be paid separate and apart from any benefits provided to the Settlement Class Members. Defendant agrees not to oppose Plaintiffs’ request for Service Awards, not to exceed

\$4,000 for each Settlement Class Representative. If awarded by the Court, Defendant will pay the Service Awards within 21 days of the Effective Date.

49. **Settlement Class Counsel's Fees and Costs Award.** The Parties did not discuss the payment of attorneys' fees and costs until after the substantive terms of the settlement had been agreed upon. Defendant's Counsel and Settlement Class Counsel then negotiated and agreed to the provisions described herein. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees and costs, not to exceed \$225,000. Settlement Class Counsel's Fees and Costs Award will be paid separate and apart from any benefits provided to the Settlement Class Members. Defendant shall pay any Settlement Class Counsel's Fees and Costs Award, not to exceed \$225,000, and as awarded by the Court, within 21 days of the Effective Date.

50. The amount(s) of any award of attorneys' fees and costs and the Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Plaintiffs shall file their motion seeking Settlement Class Counsel's Fees and Costs Award and Service Awards at least 14 days prior to the Objection Deadline. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein.

51. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and costs, and/or Service Awards ordered by the Court to Settlement Class Counsel or Settlement Class Representatives shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

52. **Payment of Valid Claims to Settlement Class Members.** Each Settlement Class Member who submits a Valid Claim shall receive settlement benefits in the manner outlined in Section IV.

53. **Business Practice Commitments.** Defendant has agreed to provide a confidential declaration to Settlement Class Counsel describing the information security improvements and measures it has undertaken since the Data Incident to safeguard the PII in its possession, including an estimated cost of those improvements or measures.

IV. CLAIMS PROCESS

54. The Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with weekly reports informing them of all Claim Forms and all objections received by the Settlement Administrator during each week following the Notice Date. Plaintiffs will include in their Motion for Final Approval a declaration, submitted by the Settlement Administrator for the Parties' review and approval no later than 16 days prior to the Final Approval Hearing, reporting on the mailing of the notice program and identifying the number of Claim Forms and objections received.

55. **Claims Processing, Review, and Dispute Process.** The Settlement Administrator shall collect, review, and address each timely submitted Claim Form received to determine whether the Claim Form is for a Valid Claim. The Settlement Administrator shall examine timely submitted Claim Forms before designating the claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a claim by any claimant is a Valid Claim.

56. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

57. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the claims review process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from claimants or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

58. Claim Forms that do not meet the requirements set forth in this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the claimant of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send the Settlement Class Member a deficiency notice, explaining what information is missing or inaccurate and needed to validate the claim and have it submitted for consideration. The Settlement Administrator shall notify the claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the

Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Deadline, or 14 days from the date the Postcard Notice is sent to the claimant via mail and postmarked or via email, whichever is later, to reply to the deficiency notice and provide the required information. If the claimant timely and adequately provides the requested information and/or documentation, the claim shall be deemed valid and timely and processed by the Settlement Administrator consistent with the terms of this Agreement. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the claim unless Defendant and Settlement Class Counsel otherwise agree.

59. Where a good faith basis exists, the Settlement Administrator may reduce or reject a claim for, among other reasons, the following:

- a) Failure to fully complete and/or sign the Claim Form;
- b) Illegible Claim Form;
- c) The Claim Form is fraudulent;
- d) The Claim Form is duplicative of another Claim Form;
- e) The claimant is not a Settlement Class Member;
- f) The person submitting the Claim Form requests that payment be made to a person or entity other than the claimant for whom the Claim Form is submitted;
- g) Failure to submit a Claim Form by the Claim Deadline; and/or
- h) The Claim Form otherwise does not comply with the requirements of this settlement.

60. The Settlement Administrator's reduction or denial of a claim is final, subject to the following dispute resolution procedures:

- a) The Settlement Administrator shall have 30 days from the Claim Deadline to approve or reject claims based on findings of fraud or duplication;
- b) A request for additional information by sending a deficiency notice shall not be considered a denial for purposes of this paragraph;
- c) If a claim is rejected for fraud or duplication, the Settlement Administrator shall notify the claimant using the contact information provided in the Claim Form. Settlement Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to claimants; and
- d) The Settlement Administrator's determination as to whether to approve, deny, or reduce a claim shall be final and binding.

61. The Settlement Administrator shall provide all information gathered in investigating claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Settlement Class Counsel or Defendant's Counsel. Additionally, Settlement Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

62. No person or entity shall have any claim against the Released Parties, Defendant's Counsel, Plaintiffs, the Settlement Class, Settlement Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

63. No later than 45 days after Final Approval or 45 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the benefits to the Settlement Class Members.

64. Settlement benefits to Settlement Class Members will be made electronically or by paper check. Settlement Class Members with Valid Claims shall receive an email instructing them to select the type of payment they wish to receive. Upon issuance of the email, Settlement Class Members shall have 30 days to select their method of payment. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail.

65. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected to receive three years of Financial Shield Complete with one-bureau credit monitoring services provided by CyEx with information on how to enroll in the credit monitoring services, including the activation code.

66. **Disbursement of Settlement Benefits.** Within 45 days after the Effective Date, the Settlement Administrator will disburse payments for all Valid Claims. Payments may be made by electronic payment unless the Settlement Class Member in the Claim Form requests payment by check.

67. **Failure to Cash Settlement Checks.** Any settlement check not cashed within 120 days of issuance (based on the date of the check) will be deemed expired. Any Settlement Class Member who does not cash their settlement check within the aforementioned time period may petition the Settlement Administrator within 30 days of the expiration of their uncashed check to reissue their Settlement check, and, good cause providing, the Settlement Administrator will issue a new check. Settlement Class Members are entitled to only one petition on this basis, and any

Settlement check reissued for such reasonable circumstances will expire within 30 days of issuance (based on the date of the check). Settlement Class Members who do not timely cash their settlement checks and who fail to petition for a reissuance of the uncashed settlement check will be considered as having waived any right to a cash payment under the Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

68. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator and Settlement Administration. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and this Settlement Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

69. All reasonable costs for notice to the Settlement Class, and administration of the settlement process, as provided herein, shall be paid by Defendant separate and apart from any other settlement benefits provided to the Settlement Class. No later than 30 days after the entry of the Preliminary Approval Order, and upon receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant will advance to the Settlement Administrator the cost of preparing and transmitting the Email Notice and Postcard Notice to Settlement Class Members.

70. The Settlement Administrator shall administer various aspects of the settlement as described below and perform such other functions as are specified for the Settlement Administrator elsewhere in this Settlement Agreement, including, but not limited to, effectuating the notice program, handling the claims review process, and distributing the settlement benefits to Settlement Class Members who submit Valid Claims.

71. **Settlement Administrator's Duties.** The Settlement Administrator's duties shall include:

- a) Completing the Court-approved notice program by noticing the Settlement Class by Email Notice or Postcard Notice, sending Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Settlement Class Members of deficient claims via a notice of deficiency, and sending settlement benefits to Settlement Class Members who submit a Valid Claim;
- b) Establishing and maintaining a post office box to receive correspondence from Settlement Class Members and Claim Forms;
- c) Establishing and maintaining the Settlement Website to provide information about the Settlement and to receive electronic Claim Forms;
- d) Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with settlement-related inquiries and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e) Responding to any mailed Settlement Class Member inquiries;
- f) Providing weekly reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of claims submitted and amounts claimed, claims approved and rejected, deficiency notices sent, requests and objections received that week, the total number of objections received to date, and other pertinent information;
- g) Publishing, on the Notice Date, the Email Notice, the Postcard Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;

h) Preparing a declaration to submit to the Court confirming that the notice program was completed in accordance with the terms of this Settlement Agreement and the Preliminary Approval Order, describing how the notice program was completed, indicating the number of Claim Forms received, indicating the number of objections received, and providing other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i) Distributing settlement benefits by electronic means, unless a specific request is made for an alternate form of payment; and

j) Performing any other Settlement Administration function at the instruction of Settlement Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement benefits have been properly distributed.

72. The notice program, including the Long Form Notice, Email Notice, Postcard Notice, and Claim Form, will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

VI. EFFECTUATING THE NOTICE PROGRAM

73. Settlement Class Counsel shall submit this Settlement Agreement to the Court, and shall contemporaneously file a Motion for Preliminary Approval of the settlement with the Court requesting entry of a mutually agreeable Preliminary Approval Order, requesting, *inter alia*:

a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 77;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of Settlement Class Counsel;

d) appointment of Plaintiffs as Settlement Class Representatives;

e) approval of the Claim Form to be used by Settlement Class Members to submit a claim in a form substantially similar to **Exhibit 1**, attached hereto;

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit 2**, attached hereto, which, together with the Email Notice and Postcard Notice, shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees and costs, the requested Service Awards, and the date, time and place of the Final Approval Hearing;

g) approval of a customary form of Postcard Notice to be mailed to Settlement Class Members in a form substantially similar to **Exhibit 3**, attached hereto;

h) approval of a customary form of Email Notice to be emailed to Settlement Class Members in a form substantially similar to **Exhibit 4**, attached hereto; and

i) appointment of Simpluris as the Settlement Administrator.

The Email Notice, Postcard Notice, Long Notice, and Claim Form have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties. Immaterial revisions to these documents may be made prior to dissemination of the Email Notice and Postcard Notice. Any changes to the Preliminary Approval Order, Email Notice, Postcard Notice, Long Notice, and Claim Form that do not materially affect the substance of the Settlement Agreement that the Court may require will not invalidate this Settlement Agreement.

74. **Settlement Class List.** Within 14 days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with Settlement Class List. The Settlement Class List and its contents shall be used by the Settlement Administrator solely for the purpose of

performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List.

75. **Settlement Website.** Prior to the dissemination of the Email Notice, or, if an email address is not available, the Postcard Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Complaint; (ii) the Long Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; (vi) Settlement Class Counsel's motion for Settlement Class Counsel's Fees and Costs Award; (vii) the Final Approval Order; and (viii) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically and shall have a "Contact Us" page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address and send hardcopy documents to a designated Post Office box established by the Settlement Administrator. The Settlement Website shall be deactivated within 60 days of the Final Approval Order.

76. **Email or Postcard Notice.** Within 45 days of entry of the Preliminary Approval Order, and to be substantially completed no later than 60 days after entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary

Approval Order, the Settlement Administrator shall provide notice to the Settlement Class as follows:

- a) Via email to the email address obtained in the Settlement Class List.
- b) in the event that an email address is not available or the email fails to reach the recipient, via postcard to the postal address obtained in the Settlement Class List. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS;
- c) in the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within 7 days of receiving the returned Postcard Notice;
- d) in the event that subsequent to the first mailing of a Postcard Notice, and at least 14 days prior to the Objection Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within 7 days of receiving such information. This shall be the final requirement for mailing; and

e) The date of the first mailing of the Postcard Notice shall be deemed the “Notice Date” for purposes of calculating the Objection deadline, and all other deadlines that flow from the Notice Date.

77. **Class Certification.** The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Party’s position on the issue of class certification or any other issue. The Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

VII. OBJECTION PROCEDURES

78. **Objections.** Any Settlement Class Member who wishes to object to the Settlement Agreement must submit timely written notice of his or her objection by the Objection Deadline. To be a valid objection, the objection must state: (i) the objector’s full name, telephone number, and address; (ii) the case name and docket number—Dinkel, et al., v. American Consumer Credit Counseling, Inc., Case No. 2581CV02933; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector’s Email or Postcard Notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the

objector in connection with the Objection, as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (ix) a description and/or copies of evidence that may be introduced at the Final Approval Hearing in support of the objection (if any); and (x) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five (5) years. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date, to Settlement Class Counsel, Casandra Turner, Milberg, PLLC, 260 Peachtree Street NW, Suite 2200, Atlanta, GA 30303; and Defendant's Counsel, Sean B. Solis and James H. Rollinson, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, CO 80202. For all objections mailed to Settlement Class Counsel and Defendant's Counsel, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval.

79. Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds or assert any and all other potential defenses and privileges to any such appearance.

80. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 78 shall waive and forfeit any and all rights he or she may have to appear

separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 78. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

81. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Notice will require all Settlement Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Email Notice or Postcard Notice by the Objection Deadline. Settlement Class Counsel may request that any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

82. Settlement Class Counsel may defend the Court's Final Approval Order and any related orders in the event of an appeal.

VIII. RELEASES

83. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall,

either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement a provided herein) in which any of the Released Claims is asserted.

84. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement.

85. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, (ii) Defendant and the other Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Action except as set forth herein, and (iii) Settlement Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and the other Released Parties.

IX. TERMINATION OF SETTLEMENT

86. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a) The Court approves the Settlement consideration and the Releases set forth in this Agreement;
- b) The Court enters the Preliminary Approval Order;
- c) The Court enters the Final Approval Order, and all valid objections, if any,

are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d) The Effective Date occurs.

87. If any of the conditions specified in the preceding paragraph are not met, then this Settlement Agreement shall be cancelled and terminated.

88. In the event this Settlement Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Settlement Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

89. In the event this Settlement Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Settlement Class Counsel, or the Settlement Administrator the reasonable costs of settlement administration and notice paid by Defendant.

90. In the event of a termination, this Settlement Agreement shall be considered null and void; all of Plaintiffs', Settlement Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement 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 Settlement Agreement, except as set forth herein. In addition, in the event of such a termination, all of the Parties' respective pre-settlement rights, claims, and defenses will be retained and preserved.

91. In the event the Settlement Agreement is terminated in accordance with the provisions of this Settlement Agreement, any discussions, offers, or negotiations associated with this Settlement Agreement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

X. NO ADMISSION OF LIABILITY

92. This Settlement Agreement reflects the Parties' compromise and settlement of disputed claims. This Settlement Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Action. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Settlement Agreement or otherwise. Defendant has agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

93. Settlement Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed settlement set forth in this Settlement Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims.

Settlement Class Counsel concluded that the proposed Settlement set forth in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

94. This Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

95. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement or the Releases contained herein.

XI. MISCELLANEOUS PROVISIONS

96. As used in this Settlement Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

97. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

98. The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth in the Settlement Agreement.

99. This Settlement Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Settlement Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

100. Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs of this Settlement Agreement shall be resolved in favor of the text.

101. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit,

action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of the agreement to render services in connection with this settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

102. Settlement Class Counsel, on behalf of the Settlement Class, and Defendant's Counsel are expressly authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

103. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

104. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete copy of original executed counterparts shall be filed with the Court.

105. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

AGREED TO BY:

Settlement Class Counsel:

Defendant's Counsel:

Dated: _____, 2026.

Dated: May 5 _____, 2026.

By: _____

Casondra Turner

MILBERG, PLLC

260 Peachtree Street NW, Suite 2200

Atlanta, GA 30303

Telephone: (866) 252-0878

cturner@milberg.com

By: Sean Solis

Sean B. Solis

BAKER & HOSTETLER LLP

1801 California Street, Suite 4400

Denver, CO 80202-2662

Telephone: (303) 861-0600

Email: ssolis@bakerlaw.com

By: _____

Veronica Hicks

Plaintiff

James H. Rollinson

BAKER & HOSTETLER, LLP

Key Tower

127 Public Square, Suite 2000

Cleveland, OH 44114 Telephone:

(216) 621-0200

jrollinson@bakerlaw.com

By: _____

Justin Dinkel

Plaintiff

By:  _____

Defendant American Consumer Credit
Counseling, Inc., by an authorized
representative

AGREED TO BY:

Settlement Class Counsel:

Defendant's Counsel:

Dated: May 4,, 2026.

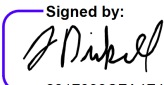
Dated: _____, 2026.

By: /s/ Casondra Turner
Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Telephone: (866) 252-0878
cturner@milberg.com

By: _____
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202-2662
Telephone: (303) 861-0600
Email: ssolis@bakerlaw.com

By: _____
Veronica Hicks
Plaintiff

James H. Rollinson
BAKER & HOSTETLER, LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114
Telephone: (216) 621-0200
jrollinson@bakerlaw.com

By:  _____
Justin Dinkel
Plaintiff

By: _____
Defendant American Consumer Credit
Counseling, Inc., by an authorized
representative

AGREED TO BY:

Settlement Class Counsel:

Defendant's Counsel:

Dated: May 4,, 2026.

Dated: _____, 2026.

By: /s/ Casondra Turner
Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Telephone: (866) 252-0878
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Sean B. Solis
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Telephone: (303) 861-0600
Email: ssolis@bakerlaw.com

By: 
Veronica Hicks
Plaintiff

James H. Rollinson
BAKER & HOSTETLER, LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114
Telephone: (216) 621-0200
jrollinson@bakerlaw.com

By: _____
Justin Dinkel
Plaintiff

By: _____
Defendant American Consumer Credit
Counseling, Inc., by an authorized
representative

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All individuals residing in the United States whose PII was potentially compromised in the Data Incident experienced by Defendant [American Consumer Credit Counseling, Inc. (“ACCC” or “Defendant”)], including all those who received notice of the Data Incident.” In this sentence, PII means Personally Identifiable Information.

Excluded from the Settlement Class are: (1) Defendant; (2) Defendant’s affiliates, parents, subsidiaries; (3) any entity in which Defendant has a controlling interest; (4) any of Defendant’s officers or directors; (5) any successors; (6) any judge who adjudicates this case, including their staff and immediate family; and (7) any 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 Data Incident, or who pleads *nolo contendere* to any such charge.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

SETTLEMENT BENEFITS

ACCC has agreed to pay for a number of different benefits. All Class Members may enroll in three years of **Credit Monitoring** services from one bureau and **one** of two cash payment categories:

Category 1: Select one or more of the following benefits:

- Documented Out-of-Pocket Losses
- Compensation for Lost Time

OR

Category 2: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

Credit Monitoring. All Class Members are eligible to enroll in three 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
- high-risk financial transactions

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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

CASH PAYMENTS. You may claim payments from *either* Category 1 or Category 2.

Category 1

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident that have not been reimbursed through another source, you may submit a claim for reimbursement, not to exceed **\$3,500.00**. The actual, documented losses must have occurred between January 27, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- unreimbursed 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 must submit documentation to support your claim, such as bank statements, receipts, postage, or copying expenses to show how much you spent or lost and that it was related to the Data Incident. 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.

Compensation for Lost Time. Class Members who spent time remedying issues related to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

You must attest that the time claimed was spent as a result of the Data Incident. You must briefly describe how you spent this time.

CATEGORY 2

Alternative Cash Payment. Instead of the benefits in Category 1, you may claim a one-time cash payment for **\$45.00**.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

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: ACCC Data 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)

You must submit your Claim Form online, by mail, or by email no later than [\[Claims Deadline\]](#).

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.
Case No. 2581CV02933
Superior Court of Middlesex County, Massachusetts

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in three years of Credit Monitoring with CyEx Financial Shield Complete.

III. DOCUMENTED OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket losses. You may submit a claim for up to \$3,500.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

IV. COMPENSATION FOR LOST TIME

If you would like to submit a claim for reimbursement for time spent remedying issues caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)

☐ 4 hours (\$80.00)

☐ By checking this box I swear and affirm that I spent the amount of time identified responding to the Data Incident that impacted American Consumer Credit Counseling, Inc. (**Required.**)

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$45.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1: _____

☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & 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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dinkel, et al., v. American Consumer Credit Counseling, Inc.

Case No. 2581CV02933

Superior Court of Middlesex County, Massachusetts

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN THE JANUARY 2025 AMERICAN CONSUMER CREDIT COUNSELING, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS.

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 American Consumer Credit Counseling, Inc. (“ACCC” or “Defendant”) in a proposed class action lawsuit. This case involves a January 2025 cybersecurity incident in which a criminal third party gained unauthorized access to certain of Defendant’s employee email accounts (the “Data Incident”). The PII of certain individuals may have been impacted in the Data Incident. This information may have included name; Social Security number; driver’s license number; financial account number; and/or payment card information.
- The lawsuit is called *Dinkel, et al., v. American Consumer Credit Counseling, Inc.*, Case No. 2581CV02933. It is pending in the Superior Court of Middlesex County, Massachusetts (the “Litigation”).
- ACCC denies that it did anything wrong, and denies all claims, allegations, and liability. The Court has not made a determination that ACCC did anything wrong.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You have been identified as a Settlement Class Member, and you may be entitled to benefits under the Settlement.
- 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
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. 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.	Submitted, emailed, or postmarked by _____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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.	_____, 2025
DO NOTHING	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 or the Released Parties related to the Released Claims.	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

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
OBJECTING TO THE SETTLEMENT	7
THE FINAL APPROVAL HEARING.....	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Superior Court of Middlesex County, Massachusetts, 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 *Dinkel, et al., v. American Consumer Credit Counseling, Inc.*, Case No. 2581CV02933. It is pending in the Superior Court of Middlesex County, Massachusetts. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, American Consumer Credit Counseling, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that, in January 2025, Defendant became aware of a cybersecurity incident involving a criminal third party gaining unauthorized access to certain of Defendant’s employee email accounts. These files may have contained personal information such as name; Social Security number; driver’s license number; financial account number; and/or payment card information.

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. In this Settlement, the Class Representatives are Veronica Hicks and Justin Dinkel. 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 attorneys 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 PII was potentially compromised in the Data Incident experienced by Defendant, including all those who received notice of the Data Incident.” In this sentence, PII means Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Defendant; (2) Defendant’s affiliates, parents, subsidiaries; (3) any entity in which Defendant has a controlling interest; (4) any of Defendant’s officers or directors; (5) any successors; (6) any judge who adjudicates this case, including their staff and immediate family; and (7) any 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 Data Incident, or who pleads *nolo contendere* to any such charge.

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: ACCC Data 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?

ACCC has agreed to pay for a number of different benefits, as described below. All Class Members may enroll in three years of **Credit Monitoring** services from one bureau and payments from **one** of two **cash payment** categories:

Category 1: Select one or more of the following benefits:

- Documented Out-of-Pocket Losses
- Compensation for Lost Time

OR

Category 2: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

Credit Monitoring. All Class Members are eligible to enroll in three 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

- high-risk financial transactions

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

CASH PAYMENTS. You may claim payments from *either* Category 1 or Category 2.

Category 1

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a claim, not to exceed **\$3,500.00**. The losses must have occurred between January 27, 2025, 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 documented 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.

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

You must briefly describe how you spent this time.

Category 2

Alternative Cash Payment. Instead of the benefits in Option A, you may claim a one-time cash payment for **\$45.00**.

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:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ACCC Data 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 Defendant or the Released Parties for any of the Released Claims. The "Releases" section of the Settlement Agreement (Section VIII) 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 Benefits

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:

ACCC Data 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](mailto: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 Casandra Turner of Milberg Coleman Bryson Phillips Grossman 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 costs of litigation. If approved, these fees and costs will be paid by Defendant.

Class Counsel will also ask for Service Award payments of \$4,000.00 for each of the Class Representatives, not to exceed \$8,000.00. Any approved Service Awards will also be paid by Defendant.

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: *Dinkel, et al., v. American Consumer Credit Counseling, Inc.*, Case No. 2581CV02933, pending in the Superior Court of Middlesex County, Massachusetts;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you have hired your own lawyers, also provide their background and experience, how much they expect to charge, and how they calculated that number;
- (7) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, and civil action numbers for each of those cases;
- (8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (9) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (10) 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, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	ACCC Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Casondra Turner MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 800 S. Gay Street, Suite 1100 Knoxville, TN 37929	Sean B. Solis BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202 James H. Rollinson BAKER & HOSTETLER, LLP Key Tower 127 Public Square, Suite 2000 Cleveland, OH 44114

The Final Approval Hearing

18. When is the Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court of Middlesex County, Massachusetts, at **[Court Address]** or by virtual or telephonic means.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs 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 location, date, or 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 any benefits 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: ACCC Data 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

ACCC Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***Dinkel, et al., v. American Consumer
Credit Counseling, Inc.***
Case No. 2581CV02933

**IF YOU WERE SENT NOTICE THAT YOUR
PRIVATE INFORMATION MAY HAVE BEEN
IMPACTED IN A JANUARY 2025 DATA
INCIDENT INVOLVING AMERICAN
CONSUMER CREDIT COUNSELING, INC.,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO SETTLEMENT BENEFITS.**

*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 # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with American Consumer Credit Counseling, Inc. ("ACCC") in a class action lawsuit ("Settlement"). The case involves a January 2025 cybersecurity incident in which a criminal third party gained unauthorized access to certain of ACCC's employee email accounts (the "Data Incident"). ACCC denies that it did anything wrong, and the Court has not decided that ACCC did anything wrong. 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 PII was potentially compromised in the Data Incident experienced by Defendant, including all those who received notice of the Data Incident."

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

What are the Settlement benefits?

All Settlement Class Members may elect three years of **Credit Monitoring** through CyEx Financial Shield Complete and **one** of two cash payment categories.

Category 1: If you have documented losses, you can submit a claim to receive reimbursement for out-of-pocket expenses,

not to exceed **\$3,500**. If you spent time remedying issues caused by this incident, you can get back \$20/hour for up to four hours (up to **\$80**).

Category 2: *Instead of any cash payments from Category 1*, you can get a one-time **\$45** payment. Full details and instructions are available online.

How do I receive a benefit?

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit a claim or call **1-XXX-XXX-XXXX** to receive a Claim Form by mail. **Claims must be submitted online or postmarked by [Claims Deadline].**

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]** or by virtual or telephonic means, 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 \$4,000 for each of the Plaintiffs, up to \$8,000. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

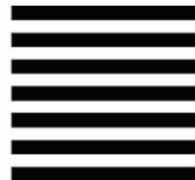
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



ACCC Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



TO: «Email Address»
FROM: “ACCC Data Incident Settlement” «info@[SettlementWebsite].com»
SUBJECT: ACCC Data Incident Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Dinkel, et al., v. American Consumer Credit Counseling, Inc.
Case No. 2581CV02933
Superior Court of Middlesex County, Massachusetts

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN THE JANUARY 2025 AMERICAN CONSUMER CREDIT COUNSELING, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS.

*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.*

Dear «First» «Last»:

A Settlement has been reached with American Consumer Credit Counseling, Inc. (“ACCC” or “Defendant”) in a class action lawsuit. This case involves a January 2025 cybersecurity incident in which a criminal third party gained unauthorized access to certain of Defendant’s employee email accounts (the “Data Incident”). Files containing private information may have been accessed.

ACCC denies all claims and allegations of wrongdoing, and denies all liability. A Court has not decided that ACCC did anything wrong. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All individuals residing in the United States whose PII was potentially compromised in the Data Incident experienced by Defendant, including all those who received notice of the Data Incident.”

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

What are the Settlement benefits? All Class Members may enroll in three years of CyEx Financial Shield Complete with credit monitoring from one bureau and one of two cash payment categories.

Category 1: If you have documented out-of-pocket losses traceable to the Data Incident that have not already been reimbursed through another source, you may submit a claim for reimbursement, not to exceed \$3,500. If you spent time responding to the Data Incident, you may submit a claim to receive \$20/hour for up to four hours (up to \$80).

Category 2: Instead of any cash payments from Category 1, you can get a one-time \$45 payment.

How do I receive Settlement Class Member Benefits? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-[XXX-XXX-XXXX], or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online or postmarked by [Claims Deadline].**

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], or by virtual or telephonic means, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$225,000.00, and \$4,000.00 for Plaintiffs, not to exceed \$8,000.00. You may attend the Final Approval Hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-[XXX-XXX-XXXX] or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
