

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

KEVIN ACCURSO, individually, and on behalf of all others similarly situated, Plaintiff, v. WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC., Defendant.	CASE NO. 24CV017855 Consolidated With: 24CV018189 24CV020003
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AMENDED AND SUPERSEDING SETTLEMENT AGREEMENT

This Amended and Superseding Settlement Agreement¹ is entered into between Plaintiffs Jesus Maldonado, Darius Marzette, and Kevin Accurso, on behalf of themselves and the Settlement Class, and Defendant Western Electrical Contractors Association, Inc. (“WECA”), as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a non-profit organization based in Sacramento, CA that offers specialized training and apprenticeship programs to student members who service workforce electrical contractors. WECA collects and maintains the Personal Information of its apprentices and trainees to provide training and services.

2. Between January 21, 2024, and January 22, 2024, unauthorized individuals gained accessed to WECA’s computer network and files within the network that contained the Personal Information or approximately 35,290 individuals.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

3. Beginning on or about August 29, 2024, WECA began notifying the impacted individuals that their Personal Information may have been impacted by the Data Incident.

4. Soon thereafter, Plaintiff Kevin Accurso filed a complaint in the California Superior Court for the County of Sacramento, Case No. 24CV017855, seeking to recover claims on behalf of a national class of people impacted in the Data Incident.

5. Thereafter, WECA was named in two related putative class actions brought by Plaintiff Darius Marzette, Case No. 24CV018189, and Plaintiff Jesus Maldonado, Case No. 24CV020003. All three class actions were materially and substantively identical in that they arose out of the same Data Incident, had overlapping claims, and sought to represent the same putative class members.. Those cases were consolidated into a single action under the lead Accurso case number, and the Court appointed Jessica A. Wilkes as Interim Class Counsel and Gregory Haroutunian as Liaison Counsel.

6. On February 18, 2025, Plaintiffs filed their consolidated class action complaint in this Action alleging negligence, breach of implied contract, unjust enrichment, and violation of California's Unfair Competition Law ("UCL"), Cal Bus. & Prof. Code §17200, *et seq.*

7. Following consolidation and the filing of a consolidated complaint, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator John DeGroote, Esq. of DeGroote Partners. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, the specific type of information breached, and any remedial measures to WECA's computer network. Plaintiffs also provided Defendant with informal discovery responses regarding their alleged injuries.

8. The Parties attended an all-day mediation session on March 7, 2025 and, while they were not able to reach an agreement during that session, they continued negotiations in good-faith with the assistance of Mr. DeGroote and reached an agreement on the material terms of a class wide settlement ten weeks after the mediation.

9. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant 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, expense, and disruption to its operations associated with further litigation. Defendant 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 Agreement shall be used or construed as an admission of liability, and this 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 Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members who do not request exclusion therefrom, as further set forth herein. This accepted settlement was memorialized in a settlement agreement in September 2025. This Settlement Agreement amends and supersedes all previous versions of the settlement agreement and also memorializes the agreement of the Parties.

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

10. “**Action**” means the class action lawsuit in this Court entitled: *Accurso v. Western Electrical Contractors Association, Inc.*, Case No. 24CV017855, Superior Court of California for the County of Sacramento.

11. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Amended and Superseding Settlement Agreement entered into by the Plaintiffs and Defendant, including all exhibits.

12. “**Cash Payment**” means Cash Payment A – Documented Losses or Cash Payment B – Undocumented Cash Payment; “**Cash Payments**” means both Cash Payment A – Documented Losses and Cash Payment B – Undocumented Cash Payment.

13. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a cash payment in the maximum amount of \$5,000.00 that Settlement Class Members may elect pursuant to Section V herein.

14. “**Cash Payment B – Undocumented Cash Payment**” means the Settlement Class Member Benefit consisting of a cash payment in the estimated amount of \$100.00 that Settlement Class Members may elect pursuant to Section V herein.

15. “**Claim**” means a submitted Claim Form by a Claimant for Settlement Class Member Benefits.

16. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of

the Settlement Administrator.

20. “**Claim Form Deadline**” shall be 90 days following the earliest day on which the Notice is first distributed and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

21. “**Claimant**” means an individual who submits a Claim Form.

22. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

23. “**Class Counsel**” means Jessica A. Wilkes of Federman & Sherwood and Greogry Haroutunian of Emery Reddy, PC.

24. “**Class List**” means a list of Settlement Class Members’ names and postal addresses that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

25. “**Class Representatives**” means the Plaintiffs who sign this Agreement.

26. “**Complaint**” means the operative consolidated class action complaint in the Action filed by Plaintiffs on February 18, 2025.

27. “**Court**” means the Superior Court of California for the County of Sacramento and the Judge(s) assigned to the Action.

28. “**Data Incident**” means the cybersecurity incident from January 21-22, 2024, involving the unauthorized access to Defendant’s network environment, resulting in the unauthorized access to or acquisition of Class Members’ Personal Information.

29. “**Defendant**” or “**WECA**” means Western Electrical Contractors Association, Inc.

30. “**Defendant’s Counsel**” means Freeman Mathis & Gary LLP.

31. **“Effective Date”** means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 60 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

33. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

34. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Motion for Attorneys’ Fees, Costs, and Service Awards.

35. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

36. **“Identity Theft Protection and Credit Monitoring”** means two (2) years of free identity-theft protection and credit monitoring from one credit bureau, that Settlement Class Members may elect pursuant to Section V herein.

37. **“Long Form Notice”** means the long form notice of the Settlement, substantially

in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Class members by mail on request made to the Settlement Administrator.

38. **“Motion for Attorneys’ Fees, Costs, and Service Awards”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval for attorneys’ fees, costs and expenses, and Class Representatives’ Service Awards.

39. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement

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

41. **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and toll-free number.

43. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim.

44. **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

45. **“Out-of-Pocket Expenses”** means out-of-pocket expenses that were reasonably incurred as a result of the Data Incident for: (i) long distance telephone charges; (ii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Breach), and text messages (if charged by the message and incurred solely as a result of the Data Breach); (iii) unreimbursed charges from banks

or credit card companies; (iv) postage; (v) unreimbursed costs for credit reports; and (vi) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between August 29, 2024 and the Claims Deadline (with affirmative statement by Settlement Class Member that it was purchased primarily because of the Data Incident and not for other purposes, and with proof of purchase).

46. **“Opt-Out Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

47. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant, collectively.

48. **“Plaintiffs”** means Jesus Maldonado, Darius Marzette, and Kevin Accurso.

49. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit I* that the Settlement Administrator shall disseminate to Settlement Class members by mail.

50. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

51. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

52. **“Personal Information”** means information collected and/or maintained by Defendant involved in the Data Incident, including, but not limited to some combination of names, Social Security numbers, dates of birth, medical information, health insurance individual policy number and/or treatment cost.

53. **“Releases”** means the releases and waiver set forth in Section XIII of this

Agreement.

54. **“Released Claims”** means those claims alleged in the Complaint and those claims that reasonably could have been alleged based on the factual allegations in the Complaint.

55. **“Released Parties”** means Defendant and each entity which is controlled by, controlling or under common control with Defendant, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

56. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

57. **“Request for Exclusion”** means a timely and valid request by any Class Member for exclusion from the Settlement in accordance with the terms of this Settlement Agreement.

58. **“Service Awards”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

59. **“Settlement Administrator”** means the Settlement Administrator approved by the Court.

60. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice, the Notice Program, and administration of the Settlement that will be paid from the Settlement Fund.

61. **“Settlement Class” or “Class”** means all individuals residing in the United States whose Personal Information was identified as accessed and/or acquired by an unauthorized party as a result of the Data Incident, as reflected in Defendant’s records, and to whom Defendant provided direct or substitute notice of the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

62. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

63. **“Settlement Class Member Benefit”** means the monetary and identity theft and credit monitoring benefits that Settlement Class Members may elect under the Settlement.

64. **“Settlement Fund”** means the non-reversionary \$500,000.00 in cash that Defendant is obligated to fund under the terms of the Settlement under Section III, including attorneys’ fees. Defendant is not obligated, and may not be requested to, pay any more money under the Settlement than the Settlement Fund.

65. **“Settlement Value”** means \$752,605.61 in total monetary and non-monetary value of the settlement, which includes the cost of the data security enhancements being implemented by Defendant as set forth in paragraph 73 below (\$252,605.61), in combination with the Settlement Fund (\$500,000).

66. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice (in both English and Spanish), Claim Form (in

both English and Spanish), Motion for Attorneys' Fees, Costs, and Service Awards, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months following Final Approval.

67. **"Valid Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

68. Within 45 days following Preliminary Approval, WECA shall fund or cause to be funded \$500,000.00 via U.S. mail in check to the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, all Cash Payments, and Identity Theft Protection and Credit Monitoring.

69. The funds in the Escrow Account shall be deemed a "qualified settlement fund"

within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

70. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

71. When submitting a Claim, Settlement Class Members may submit a Claim for

either Cash Payment A – Documented Losses or Cash Payment B – Undocumented Cash Payment. Settlement Class Members may also submit a Claim for Identity Theft Protection and Credit Monitoring in addition to either Cash Payment A or B. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to Out-of-Pocket Expenses resulting from the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for Out-of-Pocket Expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted in to a “Cash Payment B – Undocumented Cash Payment” claim.

b. Cash Payment B – Undocumented Cash Payment

All Settlement Class Members may elect to receive Cash Payment B – Undocumented Cash Payment, which is a cash payment estimated at approximately \$100.00. No supporting documentation will be necessary to elect Cash Payment B.

c. Identity Theft Protection and Credit Monitoring

All Settlement Class Members may elect to receive two (2) years of free identity-theft protection and credit monitoring from one credit bureau. The two years of free identity-theft protection and credit monitoring provided under this Settlement Agreement shall be in addition to any other identity-theft protection and credit monitoring received by Settlement Class Members from Defendant. Protection and monitoring provided shall include, at a minimum: credit monitoring with at least one major credit reporting agency, identity restoration and recovery services, \$1,000,000 identity theft insurance with no deductible.

72. ***Pro Rata Adjustments on Cash Payments*** – All Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Service Awards; (2) attorneys' fees and costs; (3) Settlement Administration Costs; (4) Identity Theft Protection and Credit Monitoring; and (5) Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

73. ***Business Practice Enhancements*** – Prior to Final Approval, Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements implemented since the Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant, separate and apart from all other settlement benefits, to all appropriate third parties to achieve such enhancements. The costs of such enhancements to date are approximately \$32,725.61, with

estimated ongoing costs of \$21,988.00 per year for a period of at least ten (10) years, for a total value of \$252,605.61.

VI. Settlement Approval

74. Within 20 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

75. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Simpluris, Inc. ("Simpluris") as the Settlement Administrator; (7) appoint Plaintiffs who sign this Agreement as Class Representatives and Jessica Wilkes as Lead Class Counsel and Gregory Haroutunian as Liaison Class Counsel; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

76. The Parties agree that, subject to Court approval, Simpliris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process

Clause of the California Constitution and the United States Constitution.

77. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and distributing the Cash Payments and Identity Theft Protection and Credit Monitoring to Settlement Class Members who submit Valid Claims.

78. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;

g. Processing and maintaining all opt-out requests from Settlement Class Members;

h. Processing and maintaining all objections from Settlement Class Members;

i. Maintaining all other communications with or records of its activities related to Settlement Class Members;

j. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

k. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

l. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check no later than thirty (30) business days after (a) the Effective Date or (b) after Defendant receives the Settlement Administrator's report of approved claims, whichever comes last;

m. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund

following approval by Class Counsel and Defendant's Counsel not later than fifteen (15) days after the Effective Date of Class Settlement and in accordance with this Agreement and Final Approval Order; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

79. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

80. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Settlement Class Members for whom a postal address is provided by Defendant or can be determined by the Settlement Administrator, shall receive a Postcard Notice by mail.

81. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the

correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

82. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

83. The Long Form Notice also shall include a procedure for Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Class members to review the Long Form Notice to obtain the opt-out instructions. A Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

84. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to

obtain the objection instructions. Written objections must be sent by U.S. Mail to the Settlement Administrator. For a written objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

85. The objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards;
- d. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- e. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

- g. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

86. The Court will hear from any Settlement Class member who wishes to appear at the Final Approval Hearing and make an objection orally.

87. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days following the earliest day on which the Notice is first distributed, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

88. The Notice Program shall be completed no later than 30 days following the earliest day on which the Notice is first distributed.

89. In the event that the number of opt-outs under Section VII exceeds one hundred (100) individuals, Defendant may terminate the Settlement Agreement and will not be obligated to pay any more funds than the amounts which were already paid at the date of termination.

IX. Claim Form Process and Disbursement of Settlement Class Member Benefits

90. The Notice and the Settlement Website will explain to Settlement Class Members

that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

91. 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 by the Claim Form Deadline.

92. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form 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.

93. 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

94. 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 Claim 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.

95. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member 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 a Notice of Deficiency 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 Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

96. 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 Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. 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;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

97. 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 Form Deadline to approve or reject Claims;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. 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.

98. 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 Class Counsel. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

100. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

101. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

102. If there is a reasonable basis for dispute as to whether a person who submits a Claim

is a Settlement Class Member, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree on the proper disposition of the Claim, the Settlement Administrator shall notify such person who submitted the disputed Claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members. If there is a reasonable basis for dispute as to whether a Claim for actual documented Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree that such Out-of-Pocket Expenses is supported by reasonable documentation, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree that such Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Settlement Class Members.

X. Final Approval Order and Final Judgment

103. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards no later than 25 court days before the original date set for the Final Approval Hearing, and their Motion for Final Approval of the Settlement no later than 16 court days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and the Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final

Approval Hearing from any Settlement Class members (or their counsel) who object to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Service Awards.

104. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Release the Released Parties from the Released Claims; and
- e. Reserve the Court's continuing and exclusive jurisdiction over the Parties

to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

105. **Service Awards** – The Class Representatives may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date.

106. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Value procured for the Settlement Class, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court

shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

XII. Disposition of Residual Funds

107. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Cash Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Build San Diego Foundation as the *cy pres* recipient.

XIII. Releases

108. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims. The Releasing Parties agree that, once the Agreement is fully executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims except as required by law or as required by any court of competent jurisdiction.

109. The Class Representatives expressly waive all rights under California Civil Code

section 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.

This paragraph shall not apply to any unnamed Settlement Class Member.

110. Settlement Class Members who opt-out of the Settlement prior to the expiration of the Opt-Out Period will not release their claims, and they will not receive a Settlement Class Member Benefit.

111. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members, except those who have timely opted out by making a proper Request for Exclusion in accordance with the terms and provisions hereof; and (b) the Parties, Class Counsel, Defendant's Counsel and any Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all 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 has occurred.

113. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

114. In the event this 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 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 Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action 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 Agreement shall be treated as vacated, *nunc pro tunc*.

115. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to WECA. However, WECA shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to WECA within 20 days of termination.

XV. Effect of Termination

116. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a

termination, all of the Parties' respective pre-settlement rights, claims, and defenses will be retained and preserved.

117. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement 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 Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

118. This Agreement reflects the Parties' compromise and settlement of disputed claims. This 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 Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this 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.

119. 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 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. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable,

and in the best interests of the Settlement Class.

120. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this 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.

121. Neither the Settlement, 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 the Plaintiffs or Settlement Class Members, 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.

122. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this 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 Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

123. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has

settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

124. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

125. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

126. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

127. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

128. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This 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 Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

130. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of California, without regard to the principles thereof regarding choice of law.

131. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

132. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this 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 Program 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.

133. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Gregory Haroutunian
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
gregory@emeryreddy.com

Jessica Wilkes
Federman & Sherwood

10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
jaw@federmanlaw.com

If to Defendant or Defendant's Counsel:

Danielle Ocampo
Christopher Weber
Freeman Mathis & Gary, LLP
3030 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740-2713
danielle.ocampo@fmglaw.com
christopher.weber@fmglaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

134. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

135. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

136. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

137. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

138. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

139. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands

the effect of this Agreement and the Releases.

[Signatures to follow]

PLAINTIFFS AND THE SETTLEMENT CLASS

DocuSigned by:

63DC5FF57C9A444

Kevin Accurso

11/21/2025

Date

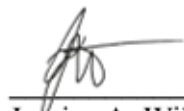
Darius Marzette

Date

Jesus Maldonado

Date

CLASS COUNSEL (For Plaintiffs and the Settlement Class)



Jessica A. Wilkes
FEDERMAN & SHEERWOOD

Geogry Haroutunian
EMERY REDDY, PC

**WESTERN ELECTRICAL CONTRACTORS
ASSOCIATION, INC.**

By Don Black
Its Chief Executive Officer

Date

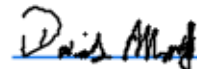
**COUNSEL FOR WESTERN ELECTRICAL
CONTRACTORS ASSOCIATION, INC.**

Christopher J. Weber
FREEMAN MATHIS & GARY, LLP

PLAINTIFFS AND THE SETTLEMENT CLASS

Kevin Accurso

Date



Darius Marzette (Nov 21, 2025 16:25:25 PST)

11/21/2025

Darius Marzette

Date

Jesus Maldonado

Date

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

Jessica A. Wilkes
FEDERMAN & SHEERWOOD

Geogry Haroutunian
EMERY REDDY, PC

WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC.

By Don Black
Its Chief Executive Officer

Date

COUNSEL FOR WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC.

Christopher J. Weber
FREEMAN MATHIS & GARY, LLP

PLAINTIFFS AND THE SETTLEMENT CLASS

Kevin Accurso

Date

Darius Marzette

Date


Jesus Maldonado (Nov 24, 2025 07:45:57 PST)

24/11/2025

Jesus Maldonado

Date

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

Jessica A. Wilkes
FEDERMAN & SHEERWOOD

Geogry Haroutunian
EMERY REDDY, PC

WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC.

By Don Black
Its Chief Executive Officer

Date

COUNSEL FOR WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC.

Christopher J. Weber
FREEMAN MATHIS & GARY, LLP

PLAINTIFFS AND THE SETTLEMENT CLASS

Kevin Accurso

Date

Darius Marzette

Date

Jesus Maldonado

Date

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

Jessica A. Wilkes
FEDERMAN & SHEERWOOD

Geogry Haroutunian
EMERY REDDY, PC

**WESTERN ELECTRICAL CONTRACTORS
ASSOCIATION, INC.**

Don Black

11/21/2025

By Don Black
Its Chief Executive Officer

Date

**COUNSEL FOR WESTERN ELECTRICAL
CONTRACTORS ASSOCIATION, INC.**



Christopher J. Weber
FREEMAN MATHIS & GARY, LLP

EXHIBIT 1

WECA Data Incident Settlement
c/o Settlement Administrator

P.O. Box

[insert]

*Accurso v. Western Electrical Contractors
Association, Inc.
Case No. 24CV017855
Superior Court of California, County of
Sacramento*

**IF WESTERN ELECTRICAL CONTRACTORS
ASSOCIATION, INC. NOTIFIED YOU THAT YOUR
PERSONAL INFORMATION WAS INVOLVED IN
AN JANUARY 2024 DATA INCIDENT, A
PROPOSED CLASS ACTION SETTLEMENT MAY
AFFECT YOUR RIGHTS AND ENTITLE YOU TO
A BENEFIT.**

For more information about the proposed class
action settlement, including how to submit a claim,
exclude yourself, or submit an objection, please
visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free
1-XXX-XXX-XXXX

A court has authorized this notice.

This is not a solicitation from a lawyer.

You are not being sued.

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 the Western Electrical Contractors Association, Inc., ("WECA" or "Defendant") in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on WECA's computer systems that occurred in or about January 2024 (the "Data Incident"). Certain files that contained private information were accessed.

WECA denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Action (the "Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement 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 Personal Information was identified as accessed and/or acquired by an unauthorized party as a result of the Data Incident, as reflected in Defendant's records, and to whom Defendant provided direct or substitute notice of the Data Incident."

What are the Settlement benefits? You may claim two years of Credit Monitoring Services and one of two Cash Payment options. If you incurred actual, documented monetary losses, Settlement Class Members may submit a Documented Losses claim for reimbursement of up to \$5,000.00. Alternatively, Settlement Class Members may claim a one-time pro-rata cash payment, estimated to be \$100.00. Requirements and instructions may be found at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

How do I receive a benefit? You must submit a Claim Form. The easiest way to submit a claim is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). You may also download a Claim Form or call 1-XXX-XXX-XXXX to have one mailed to you. **Claims must be submitted online or postmarked by [DATE].**

Who represents me? The Court has appointed attorneys Jessica A. Wilkes of Federman & Sherwood and Gregory Haroutunian of Emery Reddy, PC to represent you and the Settlement Class ("Class Counsel").

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by **[DATE]** or you will not be able to pursue any actionable rights against WECA for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[DATE]**. The Settlement Agreement, available on the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[DATE]** at the **[ADDRESS]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 35% of the Settlement Value, plus reimbursement of reasonable costs, and \$2,500.00 for each of the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Accurso v. Western Electrical Contractors Association, Inc.

Case No. 24CV017855

Superior Court of California, County of Sacramento

IF WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC. NOTIFIED YOU THAT YOUR PERSONAL INFORMATION WAS INVOLVED IN A JANUARY 2024 DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO A SETTLEMENT BENEFIT.

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 Western Electrical Contractors Association, Inc., (“WECA” or “Defendant”) in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on WECA's computer systems that occurred in or about January 2024 (the “Data Incident”). Certain files that contained personal information were accessed. These files may have contained information that varied by individual such as names, addresses, telephone numbers, Social Security numbers, driver's license numbers, dates of birth, provider name, Medicare/Medicaid ID number, health insurance provider name, and/or health insurance individual policy number.
- The lawsuit is captioned *Accurso v. Western Electrical Contractors Association, Inc.*, Case No. 24CIV017855, pending in the Superior Court of California for the County of Sacramento (the “Action”).
- WECA denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- WECA's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from WECA.
- 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 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.	[REDACTED], 2025
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[REDACTED], 2025
OBJECT TO THE SETTLEMENT	If you do not opt-out of the Settlement, you may object to it by writing to the Court or by appearing at the Final Approval Hearing to tell the Court about why you don't like the Settlement. If you object, you may also file a claim for Settlement Class Member Benefits.	[REDACTED], 2025
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case will decide whether to approve the Settlement at the Final Approval Hearing on **[REDACTED], 2025**.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this notice issued?

The Superior Court of California for the County of Sacramento authorized this notice. You have a right to know about the proposed Settlement of this Action, 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 captioned *Accurso v. Western Electrical Contractors Association, Inc.*, 24CIV017855. Superior Court of California, County of Sacramento. The people that filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the entity they sued, Western Electrical Contractors Association, Inc., is the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2024 targeted cyberattack on WECA's computer systems, certain files that contained private information were accessed. These files may have contained information that varied by individual such as names, addresses, telephone numbers, Social Security numbers, driver's license numbers, dates of birth, provider name, Medicare/Medicaid ID number, health insurance provider name, and/or health insurance individual policy number.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt-out of the settlement. In this Settlement, the Class Representatives are Jesus Maldonado, Darius Marzette, and Kevin Accurso. Everyone else included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class as: “all individuals residing in the United States whose Personal Information was identified as accessed and/or acquired by an unauthorized party as a result of the Data Incident, as reflected in Defendant’s records, and to whom Defendant provided direct or substitute notice of the Data Incident.” ”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) directors and officers of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

If you are not sure whether you are a member of the Settlement Class, 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: WECA Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

The Settlement Benefits

7. What does the Settlement provide?

WECA will establish a Settlement Fund of \$500,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Awards for the Plaintiffs, and Settlement Administration Costs. The net remaining funds will be used to pay for the Settlement Class Member Benefits described below.

You may claim (I) Credit Monitoring Services and (II) one of two Cash Payment options: *either* Cash Payment A or Cash Payment B.

(I) CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 2 years of Identity Theft Protection and Credit Monitoring. This includes:

- (1) real time monitoring of the Settlement Class Member’s credit file at a credit bureau;
- (2) dark web scanning with immediate notification of potential misuse;

- (3) comprehensive public record monitoring;
- (4) identity restoration and recovery services; and
- (5) \$1,000,000 identity theft insurance with no deductible.

(II) CASH PAYMENTS. All Settlement Class Members are eligible for a Cash Payment. You may select *only one* Cash Payment, *not both*.

[Option 1] Cash Payment A – Documented Losses. If you incurred actual, *documented* out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

This benefit covers expenses like:

- (1) unreimbursed charges from banks or credit card companies
- (2) unreimbursed costs to replace your driver's license, Social Security number, or other types of identification;
- (3) unreimbursed costs for credit reports; and
- (4) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between November 29, 2024 and the Claims Deadline. To receive reimbursement, you must provide (i) proof of purchase, and (ii) an affirmative written statement that it was purchased primarily because of the Data Incident and not for other purposes.

Third Party Documentation Required: You must submit third-party documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but *self-prepared documents by themselves are not sufficient* to file a valid claim.

IF YOU CLAIM CASH PAYMENT A, YOU MAY NOT ALSO CLAIM CASH PAYMENT B.

[Option 2] Cash Payment B – Undocumented Cash Payment. In lieu of submitting a claim for Cash Payment A - Documented Losses, you may request a one-time pro-rata cash payment estimated to be \$100.00

IF YOU CLAIM CASH PAYMENT B, YOU MAY NOT ALSO CLAIM CASH PAYMENT A.

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: WECA Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

Unless you opt-out of the Settlement, you won't be able to pursue your actionable rights such as filing a lawsuit, continuing to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. If you do not opt-out or exclude yourself from this Settlement, you are releasing Defendant from the

claims alleged in the Complaint and those claims that reasonably could have been alleged based on the factual allegations in the Complaint. The entirety of the Release can be found in Section XIII of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Class Member Benefit

9. How do I submit a claim for a Settlement Class Member 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 the Claim Form from the website and mail it to the Settlement Administrator at:

WECA Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Address\]](#).

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free,

[1-XXX-XXX-XXXX](tel: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 Class Member Benefits be issued?

The Court will hold a Final Approval Hearing on [\[Date\]](#), 2025 (*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 Class Member Benefits 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 appointed attorneys Jessica A. Wilkes of Federman & Sherwood and Gregory Haroutunian of Emery Reddy, PC to represent you and the Settlement 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 attorneys' fees of up to 35% of the \$752,605.61 Settlement Value as set forth in the Settlement Agreement, plus reimbursement of reasonable costs, which will be paid from the Settlement Fund.

Class Counsel will also ask for Service Awards of \$2,500.00 for each of the Class Representatives. Service Awards will be paid from the Settlement Fund.

Excluding Yourself from the Settlement

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

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a request for exclusion or "opting-out."

If you exclude yourself or opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself, but you will keep any rights you may have to sue WECA on your own about the legal issues in this case.

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

To be valid, your opt-out request must have the following information:

- (1) the name of the Action: *Accurso v. Western Electrical Contractors Association, Inc.*, 24CIV017855, Superior Court of California, County of Sacramento;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) your personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you want to be excluded from the Settlement.

You may only exclude yourself—not any other person.

Mail your opt-out request to the Settlement Administrator at:

WECA Data Incident Settlement
ATTN: Exclusion Request
[PO Box Address]

Your opt-out request must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Settlement 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 may submit a written objection ahead of the Final Approval Hearing or present an oral objection at the Final Approval Hearing.

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

If you are providing a written objection, please provide the following information:

- a. your full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- c. the identity of all counsel (if any) who represent you, including any former or current counsel who may claim an entitlement to compensation for any reason related to your objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards;
- d. the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing;
- e. a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- f. a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- g. your signature (an attorney's signature is not sufficient).

Please send your written objection by U.S. Mail to the Settlement Administrator by **OBJECTION DATE**. If you provide a written objection, you do not need to appear at the Final Approval Hearing, but you may. The Court will consider your written objection regardless of if you appear at the Final Approval Hearing.

You may also appear at the Final Approval Hearing and make an objection orally. You may appear in-person or remotely at the Final Approval Hearing. To appear remotely, use the following access information:

Zoom link: <http://saccourt-ca-gove.zoomgov.com/my/sscdept22>
Phone: (833) 568-8864 Meeting ID: 16184738886

17. What is the difference between objecting and opting-out?

Objecting is telling the Court that you do not like something about the Settlement. You cannot object to the Settlement if you choose to exclude yourself or opt-out from the Settlement. Even if you object, you will remain a Settlement Class Member bound to the terms of the Settlement Agreement. Excluding yourself from the Settlement is opting-out and stating to the Court that you do not want to be part of the Settlement and you will not receive any benefits. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on _____, 2025 at _____ : _____ Pacific Time, in Room XXX of the Sacramento Superior Court, 720 9th Street Sacramento, CA 95814.

You do not have to appear at the Final Approval Hearing. If you wish to appear, you may appear in-person or remotely. To appear remotely, use the following access information:

Zoom link: <http://saccourt-ca-gove.zoomgov.com/my/sscdept22>

Phone: (833) 568-8864 Meeting ID: 16184738886

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Class. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://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. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: WECA Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You can obtain copies of publicly filed documents by visiting the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or by visiting the office of the Clerk of the Court, [Court Address].

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

EXHIBIT 3

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

*Accurso v. Western Electrical Contractors Association,
Inc.*

Case No. 24CV017855

Superior Court of California, County of Sacramento

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

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

**THE EASIEST 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 to:

WECA Data Incident Settlement
c/o Settlement Administrator
[PO Box Address]

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

The deadline to submit a Claim Form online is **[Claims Deadline]**. If you are mailing your Claim Form, it must
be mailed with a postmark date no later than **[Claims Deadline]**.

Who is eligible to file a claim? All Settlement Class Members may file a claim. The court has defined the Settlement Class as: “all individuals residing in the United States whose Personal Information was identified as accessed and/or acquired by an unauthorized party as a result of the Data Incident, as reflected in Defendant’s records, and to whom Defendant provided direct or substitute notice of the Data Incident.”

Excluded from the Settlement Class are: all persons who are: (a) directors and officers of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

AVAILABLE BENEFITS

You may choose to receive (I) Credit Monitoring Services **and** (II) one of two Cash Payment options: *either* Cash Payment A or Cash Payment B.

(I) CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 2 years of Identity Theft Protection and Credit Monitoring. This includes:

- (1) real time monitoring of the Settlement Class Member’s credit file from one credit bureau;
- (2) dark web scanning with immediate notification of potential misuse;

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

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

*Accurso v. Western Electrical Contractors Association,
Inc.*

Case No. 24CV017855

Superior Court of California, County of Sacramento

DATA INCIDENT SETTLEMENT CLAIM FORM

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

- (3) comprehensive public record monitoring;
- (4) identity restoration and recovery services; and
- (5) \$1,000,000 identity theft insurance with no deductible.

(II) CASH PAYMENTS. All Settlement Class Members are eligible for a Cash Payment. You may select *only one* Cash Payment, *not both*.

[Option 1] Cash Payment A – Documented Losses. If you incurred actual, documented Out-of-Pocket Expenses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

This benefit covers expenses like:

- (1) unreimbursed charges from banks or credit card companies
- (2) unreimbursed costs to replace your driver's license, Social Security number, or other types of identification;
- (3) unreimbursed costs for credit reports; and
- (4) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between November 29, 2024 and the Claims Deadline. To receive this reimbursement, you must provide (i) proof of purchase, and (ii) an affirmative written statement that it was purchased primarily because of the Data Incident and not for other purposes.

Third-Party Documentation Required: You must submit third-party documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

IF YOU CLAIM CASH PAYMENT A, YOU MAY NOT ALSO CLAIM CASH PAYMENT B.

[Option 2] Cash Payment B – Undocumented Cash Payment. In lieu of submitting a claim for Cash Payment A - Documented Losses, Settlement Class Members may choose to instead receive a one-time pro-rata cash payment estimated to be \$100.00

IF YOU CLAIM CASH PAYMENT B, YOU MAY NOT ALSO CLAIM CASH PAYMENT A.

WECA will establish a Settlement Fund of \$500,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Awards for the Plaintiffs, and Settlement Administration Costs. The net remaining funds will be used to pay for the credit monitoring services and cash payments described herein.

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

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:
[DEADLINE]

*Accurso v. Western Electrical Contractors Association,
Inc.*

Case No. 24CV017855

Superior Court of California, County of Sacramento

DATA INCIDENT SETTLEMENT CLAIM FORM

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

- By mail: WECA Data Incident Settlement, c/o Settlement Administrator, **[PO Box Address]**.

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

*Accurso v. Western Electrical Contractors Association,
Inc.*

Case No. 24CV017855

Superior Court of California, County of Sacramento

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. NAME AND CONTACT INFORMATION

Provide 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.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to receive 2 years of bureau credit monitoring.

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you are claiming reimbursement for **documented** out-of-pocket losses that were incurred as a result of the Data Incident. **You must submit supporting documentation.** You may submit “self-prepared” documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a valid claim.

The maximum amount for this reimbursement is \$5,000.00 per Class Member.

Please complete the table on the next page, describing the supporting documentation you are submitting.

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

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

Accurso v. Western Electrical Contractors Association, Inc.

Case No. 24CV017855

Superior Court of California, County of Sacramento

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Overdraft fees</i>	<i>\$40.00</i>
TOTAL DOCUMENTED LOSSES:	

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.

If you make a claim under this section, skip Section IV and go to Section V.

IV. CASH PAYMENT B – UNDOCUMENTED CASH PAYMENT

☐ Check this box if you want to claim a one-time pro-rata cash payment, estimated to be \$100.00.

Cash Payment B – Undocumented Cash Payment does not require you to submit any third-party documentation.

Please note that if you elected to receive Cash Payment A – Documented Losses above, you cannot also receive Cash Payment B – Undocumented Cash Payment. If you would like to receive Cash Payment B- Undocumented Cash Payment, do not fill out Section III.

V. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date _____

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

EXHIBIT 4

Gregory Haroutunian (SBN 330263)
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
916.823.6955 (Tel)
206.441.9711 (Fax)
gregory@emeryreddy.com

Jessica A. Wilkes (*pro hac vice*)
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
jaw@federmalaw.com

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
jnelson@milberg.com

Counsel for Plaintiffs and the Putative Class

Catherine Ybarra (SBN 283360)
SIRI & GLIMSTAD, LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Telephone: (212) 532-1091
cybarra@sirillp.com

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

KEVIN ACCURSO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WESTERN ELECTRICAL
CONTRACTORS ASSOCIATION, INC.,

Defendant.

Case No. 24CV017855
Consolidated With:
24CV018189
24CV020003

*[Assigned for All Purposes to:
Hon. Lauri A. Damrell; Dept. 22]*

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

Date: December 12, 2025
Time: 9:00 a.m. PST
Dept. 22
Reservation No. **A-17855-006**

Complaint Filed: September 9, 2024
Trial Date: None

1 This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class
2 Action Settlement (the "Motion"). Plaintiffs, Jesus Maldonado, Darius Marzette, and Kevin
3 Accurso ("Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant
4 Western Electrical Contractors Association, Inc. ("WECA" or "Defendant" and collectively with
5 Plaintiffs the "Parties") have entered into a Settlement Agreement dated September 3, 2025, that,
6 if approved, would settle the above-captioned Action. Having considered the Motion, the
7 Settlement Agreement together with all exhibits and attachments thereto, the record in this matter,
8 and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

9 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
10 same meanings ascribed to those terms in the Amended and Superseding Settlement Agreement
11 (the "Settlement Agreement").

12 2. The Court has jurisdiction over this Action, Class Representatives, Defendant,
13 Settlement Class Members, and any party to any agreement that is part of or related to the
14 Settlement Agreement.

15 **PRELIMINARY APPROVAL**

16 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
17 exhibits and attachments thereto, Plaintiffs' Motion, briefs and papers, and the declarations of Class
18 Counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that
19 the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations.
20 The terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable,
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement
23 and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. The Settlement Class consists of approximately 35,290 individuals. Pursuant to Cal.
26 Civ. Proc. Code § 382, the Court preliminarily certifies, for settlement purposes only, the
27 Settlement Class defined in the Settlement Agreement as follows:

28 All individuals residing in the United States whose Personal Information was
identified as accessed and/or acquired by an unauthorized party as a result of the

1 Data Incident, as reflected in Defendant's records, and to whom Defendant provided
2 direct or substitute notice of the Data Incident. Excluded from the Settlement Class
3 are all persons who are: (a) directors and officers of Defendant; (b) the Judge
4 assigned to the Action, that Judge's immediate family, and Court staff; and
5 (c) natural persons who properly execute and submit a Request for Exclusion prior
6 to the expiration of the Opt-Out Period.

7 6. The Court preliminarily finds that the Settlement Class satisfies the requirements of
8 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the Settlement Class is so numerous that
9 joinder of all members is impracticable; (2) there are questions of law or fact common to the
10 Settlement Class; (3) the Settlement Class Representatives' claims are typical of those of Settlement
11 Class Members; and (4) the Settlement Class Representatives will fairly and adequately protect the
12 interests of the Settlement Class.

13 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of
14 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the
15 Settlement Class predominate over individual questions; and (2) class action litigation is superior
16 to other available methods for the fair and efficient adjudication of this controversy.

17 8. The Court hereby appoints Jesus Maldonado, Darius Marzette, and Kevin Accurso,
18 as the Class Representatives.

19 9. The Court hereby appoints as Settlement Class Counsel Jessica A. Wilkes of
20 Federman & Sherwood and Gregory Haroutunian of Emery Reddy, PC as Liaison Class Counsel.

21 **NOTICE AND ADMINISTRATION**

22 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris, Inc.
23 as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the
24 Settlement Administrator set forth in the Settlement Agreement.

25 11. The Court finds that the Notice Program set forth in the Settlement Agreement
26 satisfies the requirements of due process and Cal. Civ. Proc. Code § 382 and provides the best
27 notice practicable under the circumstances. The Notice Program, including the Postcard Notice and
28 Long Form Notice, are reasonably calculated to apprise Settlement Class Members of the nature of
this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of

1 Settlement Class Members to object to the Settlement Agreement or exclude themselves from the
2 Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court
3 therefore approves the Notice Program and directs the parties and the Settlement Administrator to
4 proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement
5 Agreement and this Order.

6 12. The Settlement Administrator shall commence the Notice Program within the time
7 required by the Settlement Agreement.

8 13. The Court also approves the Claim Form.

9 **EXCLUSIONS AND OBJECTIONS**

10 14. Settlement Class Members who wish to opt out of and exclude themselves from the
11 Settlement Class may do so by submitting a written request to the Settlement Administrator,
12 postmarked no later than the last day of the Opt-Out Period, which is _____, 2025 (*i.e.*, 60
13 days after the Notice is first distributed). To be valid, the opt-out request must be personally signed
14 by the Settlement Class Member and must include the requestor's name, address, telephone
15 number, and email address (if available), along with a clear statement indicating the request to be
16 excluded from the Settlement Class. The written request must clearly manifest the individual's
17 intent to opt out. All Requests for Exclusion must be submitted individually in connection with a
18 Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking
19 exclusion.

20 15. All Settlement Class Members who do not opt-out and exclude themselves shall be
21 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
22 Judgment.

23 16. Settlement Class Members who wish to object in writing to the Settlement must
24 submit a written objection to the Court in accordance with the procedures set forth in the Notice.
25 Objections must be filed or postmarked no later than the last day of the Objection Period,
26 _____, 2025 (*i.e.*, 60 days after the Notice is first distributed), and the relevant Settlement
27 Class Member must not have excluded herself from the Settlement Class. Such written objection
28 must set forth: (i) the objector's full name, mailing address, telephone number, and email address
(if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known

1 to the objector or objector's counsel; (iii) the identity of all counsel (if any) who represent the
2 objector, including any former or current counsel who may claim an entitlement to compensation
3 for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs,
4 and Service Awards; (iv) the identity of all counsel (if any) representing the objector, and whether
5 they will appear at the Final Approval Hearing; (v) a list of all persons who will be called to testify
6 at the Final Approval Hearing in support of the objection (if any); (vi) a statement confirming
7 whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
8 (vii) the objector's signature (an attorney's signature is not sufficient).

9 17. To be timely, written objections must be sent to and postmarked or shipped to the
10 Settlement Administrator no later than the last day of the Objection Period, which is _____
11 2025 (*i.e.*, 60 days after the Notice is first distributed). If submitted by U.S. Mail, an objection will
12 be deemed submitted as of the postmark date indicated on the envelope, provided it is sent by first-
13 class mail, postage prepaid, and properly addressed in accordance with the instructions. If submitted
14 by courier (*e.g.*, Federal Express), an objection will be deemed submitted on the shipping date
15 shown on the shipping label.

16 **FINAL APPROVAL HEARING**

17 18. The Court will hold a Final Approval Hearing on _____, 2025, at 9:00
18 a.m., in Department 22:

19 Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

20 Room: Dept22a

21 Phone: dial (833) 568-8864 ID 16184738886

22 19. At the Final Approval Hearing, the Court will consider whether:
23 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
24 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion
25 for attorneys' fees and costs should be granted; and (e) the service award sought for Representatives
26 Plaintiffs should be granted.

27 20. The Court reserves the right to continue the date of the Final Approval Hearing
28 without further notice to Settlement Class Members.

DEADLINES & TERMINATION

Event	Date
Defendant to provide the Settlement Administrator with the Class Member List	Within 10 days after entry of this Order
Notice Program per Settlement Agreement commences	Within 30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	No later than 25 court days before the original date set for the Final Approval Hearing
Opt-Out and Objection Deadlines	60 days after the Notice is first distributed
Motion for Final Approval	No later than 16 court days before the original date set for the Final Approval Hearing
Final Approval Hearing	At the Court's convenience _____, 2025 (<i>i.e.</i> , 120 days after entry of this Order, or shortly thereafter)

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

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IT IS SO ORDERED.

Dated: _____

HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT