

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and AIS InfoSource, L.P. (“Defendant” or “AIS”) in the case titled *Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty v. AIS InfoSource, L.P.*, Case No. 2026-18098. Defendant and Plaintiffs are collectively referred to herein as the “Parties.” The lawsuits being resolved are collectively referred to herein as the “Litigation.”

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiffs allege that, between February 16, 2025, and February 21, 2025, the computer systems of Defendant were impacted by cybercriminals (the “Data Incident”). Plaintiffs alleged that this Data Incident potentially involved the personally identifiable information (“PII”) of current and former customers of companies that use Defendant’s services. Specifically, the following types of PII were allegedly impacted: names, Social Security numbers, and financial account numbers.

2. In total, the Data Incident potentially involved the PII of approximately 23,499 individuals (the “Class” or “Class Members”).

3. On July 21, 2025, Defendant began notifying Plaintiffs and the Settlement Class about the Data Incident.

4. In July 2025, Plaintiffs filed separate actions against Defendant—and Plaintiffs moved to consolidate the Litigation into a single action on August 5, 2025. The Litigation was stayed by the Court’s Order entered on August 22, 2025, pending consolidation.

5. The federal cases were titled: *Clifton Tyler Allen v. AIS InfoSource, L.P.*, Case No. 4:25-cv-03462 (S.D. Tex.); *Steven Getman v. AIS InfoSource, L.P.*, Case No. 4:25-cv-03508 (S.D. Tex.); and *Robin Raychelle Petty v. AIS InfoSource, L.P.*, Case No. 4:25-cv-03538 (S.D. Tex.).

6. On January 28, 2026, after a period of informal discovery and mutual exchange of information, the Parties engaged in mediation with Bennett G. Picker, Esq., of Stradley Ronon Stevens & Young, LLP. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. During the mediation, the Parties succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

7. During the settlement discussions, the Parties determined that jurisdiction was appropriate in state court, consequently, they agreed to dismiss the federal actions and file a new complaint in state court.

8. On March 18, 2026 Plaintiffs filed a class action complaint against Defendant in the District Court for the 189th Judicial District, Harris County, Texas related to the Data Incident

alleging negligence, negligence *per se*, intrusion upon seclusion/invasion of privacy, and unjust enrichment.

9. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

10. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

11. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

12. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

13. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. **"Approved Claims"** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

2. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

3. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

4. “**Class Counsel**” shall mean Angelica Gentile and Leanna Loginov of Shamis & Gentile, P.A.

5. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

6. “**Court**” shall mean the Harris County District Court, Texas, and the Judge(s) assigned to the Litigation.

7. “**Credit Monitoring Services**” means two (2) years of Financial Shield Complete with one-bureau credit monitoring.

8. “**Data Incident**” means the alleged cybersecurity incident that impacted Defendant between February 16, 2025, and February 21, 2025, and which is the subject of this Litigation.

9. “**Defendant**” shall mean AIS InfoSource, L.P.

10. “**Defendant’s Clients**” shall mean Ally Bank, Ally Financial Inc., Capital One Financial Corporation, Capital One Services, LLC, Ford Motor Company, Ford Motor Credit Company LLC, Midland Mortgage Co., Retail Finance International Holdings, Inc., Synchrony Bank, Synchrony Financial, T-Mobile USA, Inc., and Weinstein & Riley, P.S.

11. “**Defendant’s Counsel**” shall mean Sean B. Solis, Lisa A. Houssiere, and Cornelia Brandfield-Harvey of Baker & Hostetler LLP.

12. “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final.

13. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as Service Awards for the Class Representatives.

14. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

15. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further

appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

16. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives. The hearing may be held via videoconference or by other remote means, and if so, instructions will be posted on the Settlement Website.

17. “**Final Approval Order**” shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class for purposes of settlement;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

18. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

19. “**Litigation**” shall mean the consolidated class action styled *Clifton Tyler Allen, et al. v. AIS InfoSource, L.P.*, No. 2026-18098 in the District Court for the 189th Judicial District, Harris County, Texas

20. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

21. “**Lost Time**” means time spent remedying issues related to the Data Incident, which can be claimed at a rate of \$20.00/hour for up to four (4) hours, with attestation.

22. **“Notice”** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be thirty (30) days after the Preliminary Approval Order is entered.

23. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after the Preliminary Approval Order is entered.

24. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Payments to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

25. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

26. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

27. **“Out-of-Pocket Losses”** means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. “Out-of-Pocket Losses” include things such as losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

28. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

29. **“Parties”** shall mean Plaintiffs and Defendant, collectively.

30. **“Plaintiffs”** or **“Class Representatives”** shall mean Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty.

31. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

32. “**Released Claims**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

33. “**Released Parties**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

34. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Representative, the Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement and to each of their predecessors, successors, heirs, representatives, executors, administrators, agents, partners, attorneys, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

35. “**Service Award**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement. The Service Awards requested in this matter will be \$3,000.00 to each Plaintiff, subject to court approval.

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

37. “**Settlement Class**” or “**Class**” means “All living individuals residing in the United States who received Notice, including notice of this settlement, that their PII may have been involved in the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their staff and direct families; (2) governmental entities; (3) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

38. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, current or last known address, to the extent reasonably available, for the approximately 23,499 Settlement Class Members, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within ten (10) days of the entry of the Preliminary Approval Order.

39. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class who has not timely opted out of the Settlement.

40. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator.

41. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed

to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

42. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member.

43. “**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. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

44. The Settlement Administrator will agree to make the following benefits available to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties’ counsel, if they dispute the Settlement Administrator’s initial determination.

- i. **Credit Monitoring Services**: All Participating Settlement Class Members are eligible to enroll in two (2) years of Financial Shield Complete services with one-bureau credit monitoring services, regardless of whether the Participating Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Lost Time. The Settlement Administrator shall send an activation code to each valid Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for one-hundred and eighty (180) days after the date of mailing, and may be used to activate the full term if used at any time during that period. Monitoring Services, the administration of which will be overseen by Class Counsel, will be paid for by Defendant.
- ii. **Claims for Reimbursement of Out-of-Pocket Losses**: Defendant will provide benefits, up to a total of \$5,000.00 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorney fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the

date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with ordinary and/or extraordinary economic losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

- iii. **Claims for Reimbursement for Lost Time:** Defendant will provide benefits for up to four (4) hours of lost time, at \$20.00 per hour for time spent mitigating the effects of the Data Incident (i.e., up to \$80.00 in total). Participating Settlement Class Members may submit claims for lost time with only an attestation demonstrating that they spent the claimed time responding to issues raised by the Data Incident. This attestation may be completed by checking a box next to the sentence: “I swear and affirm that I spent the amount of time noted in response to the Defendant Data Incident.” Claims for Lost Time can be combined with claims for (i) monitoring services, or (ii) compensation for out-of-pocket losses.

45. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for out-of-pocket losses reflect valid out-of-pocket losses actually incurred that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant’s Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Payment of Approved Claims for Out-of-Pocket Losses shall be made within thirty (30) days after the Effective Date.

46. **Assessing Claims for Lost Time.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time, but may consult with both Class Counsel and Defendant’s Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Payment of Approved Claims for Lost Time shall be made within thirty (30) days after the Effective Date.

47. **Disputes.** To the extent the Settlement Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the

sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

48. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

49. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

50. **Settlement Administration Fees.** Defendant will pay (or cause to be paid) the entirety of the Notice and Administrative Expenses, including the cost of Notice within 30 days of receipt of an invoice, payment/wiring instructions, and a properly completed and duly executed IRS Form W-9, along with any other necessary forms. The Parties have solicited competitive bids for the settlement administration fees, and agree to rely upon postcard notice. Settlement Administration Fees shall be paid by Defendant.

51. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

52. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a Valid Claim, subject to the procedure set forth herein.

53. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; and (ii) the management and distribution of Settlement Payments.

VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

54. **Notice.** Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the “Notice Plan.”

55. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement. Class Counsel shall file their Motion for Final Approval of this Settlement fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneous with seeking final approval of the Settlement, Class Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program and Claims process.

56. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include: (i) the name of the proceeding, (ii) the individual’s full name, current mailing address, telephone number, and email address (if any); (iii) personal signature (an attorney’s signature is not sufficient), and (iv) the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and Defendant’s Counsel a complete list of all timely and valid opt-outs.

In the event that more than 25 Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within ten (10) days after the Opt-Out Deadline, or the option to terminate shall be considered waived.

57. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include: (i) the name of the

proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone number, and email address (if any); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Long Form Notice or Short Form Notice the objector received; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (v) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all persons who will be called to testify at the approval hearing in support of the objection (if any); (vii) a description and/or copies of evidence that may be introduced at approval hearing; (viii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (ix) the signature of the Settlement Class Member (an attorney's signature is not sufficient). Within ten (10) days after the Objection Deadline, the Settlement Administrator shall furnish to Class Counsel and Defendant's Counsel a complete list of all timely and valid objections.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

58. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

59. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

60. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

61. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

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

63. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

64. **Effect of Termination.** In the event of a termination as provided herein, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IX. RELEASES

65. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and Defendant's Clients, and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers and joint venture partners, independent contractors, wholesalers, resellers, distributors, retailers, and the

predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident (“Released Parties”) from all liabilities, rights, claims, actions, causes of action, suits, demands, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the “Released Claims”). Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasers may have or had, such as under California’s Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California’s Unfair Competition Law, California Civil Code section 17200 *et seq.*

66. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasers shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

67. Each Releaser waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

68. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

69. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorney fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

70. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENTS

71. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Litigation not to exceed \$3,000.00 per Plaintiff (\$9,000.00 in total). Defendant shall pay (or cause to be paid) the Service Award payments to the Settlement Class Representatives. Such Service Award payments shall be distributed by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

72. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEY FEES, COSTS, EXPENSES

73. **Attorney Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorney fees and costs not to exceed \$325,000.00. Fee Award and Expenses (plus any

interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

74. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

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

76. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

77. **Publicity and 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. The Parties agree that they shall not publicize this Settlement, Settlement Payments, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, except as authorized by law. Subject to prior approval by Defendant's Counsel, which shall not be unreasonably withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

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

79. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such

approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

80. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

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

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

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

84. **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 in good faith prior to seeking Court intervention.

85. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law.

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

87. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Angelica Gentile
SHAMIS & GENTILE, P.A.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
Tel: (305) 479-2299
agentile@shamisgentile.com

Leanna Loginov
SHAMIS & GENTILE, P.A.
14 NE 1st Avenue, Suite 705

Miami, FL 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

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

Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, Colorado 80202
Tel: (303) 861-0600
Fax: (303) 861-7805
ssolis@bakerlaw.com

Cornelia Brandfield-Harvey
BAKER & HOSTETLER LLP
999 Third Avenue, Suite 3900
Seattle, Washington 98104
Tel: (206) 332-1380
Fax: (206) 624-7317
cbrandfieldharvey@bakerlaw.com

Lisa A. Houssiere
BAKER & HOSTETLER LLP
811 Main Street, Suite 1100
Houston, Texas 77002
Tel: (713) 751-1600
Fax: (713) 751-1717
lhousiere@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice.

88. **Authority.** 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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

89. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

90. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

91. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the 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, it 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 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 the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' 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.

92. **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 the Releases, and fully understands the effect of this Agreement and the Releases.

93. **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.

94. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

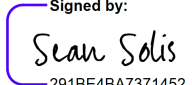
/s/ Clifton Allen
Plaintiff Clifton Tyler Allen

/s/
Plaintiff Steven Getman

/s/
Plaintiff Robin Raychelle Petty

/s/
Defendant AIS InfoSource, L.P.

Dated:

/s/  Signed by:
291BE4BA7371452...

Dated:

/s/ Leanna Loginov

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, it 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 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 the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' 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.

92. **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 the Releases, and fully understands the effect of this Agreement and the Releases.

93. **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.

94. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/
Plaintiff Clifton Tyler Allen

Steven Getman
Steven Getman (03/25/2026 16:24:53 EDT)
Plaintiff Steven Getman

Signed by:
/s/ Robin Petty
6506984B7E5F4C3...
Plaintiff Robin Raychelle Petty

DocuSigned by:
/s/ [Signature]
00F12B5B1C328470...
Defendant AIS InfoSource, L.P.

Dated:

Signed by:
/s/ Sean Solis
291BE4BA7371452

Dated:

/s/ Leanna Loginov

Sean B. Solis
BAKER & HOSTETLER LLP
 1801 California Street, Suite 4400
 Denver, CO 80202
 Tel: (303) 861-0600
 Fax: (303) 861-7805
 ssolis@bakerlaw.com

Cornelia Brandfield-Harvey
BAKER & HOSTETLER LLP
 999 Third Avenue, Suite 3900
 Seattle, WA 98104
 Tel: (206) 332-1380
 Fax: (206) 624-7317
 cbrandfieldharvey@bakerlaw.com

Lisa A. Houssiere
BAKER & HOSTETLER LLP
 811 Main Street, Suite 1100
 Houston, TX 77002
 Tel: (713) 751-1600
 Fax: (713) 751-1717
 lhousiere@bakerlaw.com

Counsel for Defendant AIS InfoSource, L.P.

Angelica Gentile
SHAMIS & GENTILE, P.A.
 14 NE 1st Avenue, Suite 705
 Miami, FL 33132
 Tel: (305) 479-2299
 agentile@shamisgentile.com

Leanna Loginov
SHAMIS & GENTILE, P.A.
 14 NE 1st Avenue, Suite 705
 Miami, FL 33132
 Tel: (305) 479-2299
 lloginov@shamisgentile.com

Counsel for Plaintiffs and Proposed Settlement Class

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	10 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Deadline	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Deadline (if needed)
Class Counsel's Motion for Attorney Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Deadline

Opt-Out Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Deadline
Settlement Administrator to Provide Initially Approved/Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorney Fees and Expenses Class Representative Service Awards	30 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

EXHIBIT A

A Docusign Envelope ID: 8977E23A-1421-40CD-A031-E29592F8CF40

c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

Allen, et al. v. AIS InfoSource, L.P.

Harris County District Court, Texas

Case No. 2026-18098

**IF YOU WERE SENT NOTICE THAT YOUR
PRIVATE INFORMATION MAY HAVE BEEN
INVOLVED IN THE FEBRUARY 2025
AIS INFOSOURCE, L.P., DATA INCIDENT, A
PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO SETTLEMENT BENEFITS.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

V Docusign Envelope ID: 8977E23A-1421-40CD-A031-E29592F8CF40

A Settlement has been reached with AIS InfoSource, L.P. (“AIS”) in a class action lawsuit (“Settlement”). This case involves a February 2025 cybersecurity incident in which a criminal third party gained unauthorized access to AIS’s network (the “Data Incident”). Files containing private information were potentially accessed. AIS denies the legal claims, and any liability or wrongdoing, and the Court has not decided that AIS did anything wrong. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued Litigation. A copy of the Settlement Agreement is available online at [Settlement Website].

Who is included in the Settlement?

The Court has defined the class as: “All living individuals residing in the United States who received Notice, including notice of this Settlement, that their PII may have been involved in the Data Incident.” In this sentence, PII means Personally Identifiable Information.

The Court has appointed experienced attorneys, Angelica Gentile and Leanna Loginov of Shamis & Gentile, P.A., called “Class Counsel,” to represent the Settlement Class.

What are the Settlement benefits?

You can claim two years of **Credit Monitoring Services** from CyEx Financial Shield Complete with one bureau, and one or more **Cash Payment** options.

esses you can get back up to **\$5,000**. If you spent time remedying issues caused by this Data Incident, you can get back \$20/hour for up to four hours (up to **\$80**).

How do I receive a benefit?

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

What if I don’t want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Defendant or the Released Parties for the Released Claims. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. You will be bound by the Settlement if the Court approves it. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]** or remotely, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$325,000, and a Service Award not to exceed \$3,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

**IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION WAS
POTENTIALLY INVOLVED IN THE
FEBRUARY 2025 AIS INFOSOURCE, L.P., DATA INCIDENT, A PROPOSED
CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU
TO SETTLEMENT BENEFITS.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with AIS InfoSource, L.P. (“AIS” or “Defendant”) in a proposed class action lawsuit. This case involves a February 2025 cybersecurity incident in which a criminal third party gained unauthorized access to Defendant’s network (the “Data Incident”). The Private Information of certain individuals may have been involved in the Data Incident. This information may have included a combination of names, Social Security numbers, and/or financial account numbers.
- The lawsuit is called *Allen, et al. v. AIS InfoSource, L.P.*, Case No. 2026-18098. It is pending in the District Court for Harris County, Texas (the “Litigation”).
- AIS denies that it did anything wrong, and denies all claims, allegations, and liability. The Court has not made a determination that AIS did anything wrong.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You have been identified as a Settlement Class Member, and you may be entitled to benefits under the Settlement.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	Submitted, emailed or postmarked by _____, 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Released Parties related to the Released Claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits. You will still be bound by the Settlement if the Court approves it.	_____, 2026
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 Released Parties related to the Released Claims.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement, and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. No Settlement benefits will be provided unless the Court approves the Settlement.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
OBJECTING TO THE SETTLEMENT	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Allen, et al. v. AIS InfoSource, L.P.*, Case No. 2026-18098. It is pending in the District Court for Harris County, Texas. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, AIS InfoSource, L.P., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during in February 2025, a criminal third party gained unauthorized access to Defendant’s network. The Data Incident may have involved Settlement Class Members’ Private Information. This information may have included a combination of personal information such as names, Social Security numbers, and financial account numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the Settlement. In this Settlement, the Class Representatives are Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States who received Notice, including notice of this Settlement, that their PII may have been involved in the Data Incident.” In this sentence, PII means Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge presiding over this Litigation, and the Judge’s direct family and staff; (2) governmental entities; (3) AIS, its subsidiaries, parent companies, successors, predecessors, and any entity in which AIS or its parents have a controlling interest, and its current or former officers, directors, and related companies; (4) anyone who validly excludes themselves from the Settlement prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may submit a claim to receive 1) **Credit Monitoring Services** and 2) one or more of the **cash payment** options. The benefits are explained in more detail below.

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

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

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

CASH PAYMENT OPTIONS

Reimbursement for Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between February 16, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

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

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

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

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

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

You must attest that the time claimed was spent as a result of the Data Incident.

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: AIS Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

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

Submitting a Claim Form for Settlement Benefits

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Angelica Gentile and Leanna Loginov of Shamis & Gentile, P.A., to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve reasonable attorneys' fees and costs of litigation not to exceed \$325,000.00. If approved, these fees and costs will be paid by Defendant.

Class Counsel will also ask for a Service Award not to exceed \$3,000.00 for each Class Representative. Any approved Service Awards will also be paid by Defendant.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Allen, et al. v. AIS InfoSource, L.P.*, Case No. 2026-18098, pending in the District Court for Harris County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature (a lawyer’s signature is not sufficient); and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

AIS Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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

You cannot opt out by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Allen, et al. v. AIS InfoSource, L.P.*, Case No. 2026-18098, pending in the District Court for Harris County, Texas;
- (2) your full name, mailing address, telephone number, and email address;

- (3) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Short Form or Long Form Notice you received;
- (4) a clear description of all the reasons you object; including any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you have hired your own lawyers, also provide their background and experience, how much they expect to charge, and how they calculated that number;
- (7) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, and civil action numbers for each of those cases;
- (8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (9) if you plan on submitting documents and/or having witnesses testify at the Final Approval Hearing, provide a full list; and
- (10) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

Class Counsel or Defendant's Counsel may take limited discovery of the objector related to the objection, including the taking of the objector's deposition or requiring the objector to produce documents.

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	AIS Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the District Court for HarrisCounty, Texas, at **[Court Address]** or remotely.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide whether to approve Class Counsel's request for attorneys' fees and costs and whether to award

Service Awards to the Class Representatives. The Court will also consider any timely and valid objections to the Settlement.

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

The location, date, or time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](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; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement. You will also give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant and Released Parties related to the Released Claims resolved by 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: AIS Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

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

**DO NOT CONTACT THE COURT, CLERK OF COURT, CLASS COUNSEL OR DEFENDANT'S COUNSEL
REGARDING THIS SETTLEMENT**

EXHIBIT C

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

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living individuals residing in the United States who received Notice, including notice of this Settlement, that their PII may have been involved in the Data Incident.” In this sentence, PII means Personally Identifiable Information.

Excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, and the Judge’s direct family and staff; (2) governmental entities; (3) AIS, their subsidiaries, parent companies, successors, predecessors, and any entity in which the AIS or their parents have a controlling interest, and their former officers, directors, and related companies; (4) anyone who validly excludes themselves from the Settlement prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

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

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

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

CASH PAYMENT OPTIONS

Claims for Reimbursement for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a claim for reimbursement, up to **\$5,000.00**. The actual, documented losses must have occurred between February 16, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

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

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

You must submit documentation to support your claim, such as bank statements, receipts, postage, or copying expenses, to show how much you spent or lost and that it was related to the Data Incident. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

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

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

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

You must attest that the time claimed was spent as a result of the Data Incident. 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: AIS Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

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

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

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

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

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

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of CyEx Financial Shield Complete with one bureau.

III. REIMBURSEMENT OF OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You may submit a claim for up to \$5,000.00.

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

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

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

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

Allen, et al. v. AIS InfoSource, L.P.
Case No. 2026-18098
District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

V. REIMBURSEMENT FOR LOST TIME

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

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)
☐ 4 hours (\$80.00)

Lost Time attestation (required):

☐ By checking this box, I swear and affirm that I spent the amount of time noted in response to the Data Incident.

VI. PAYMENT METHOD SELECTION

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

- ☐ **PayPal**
Email address, if different than you provided in Section I: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section I: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section I: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section I: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section I.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification 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

EXHIBIT D

No. 2026-18098

CLIFTON TYLER ALLEN,
STEVEN GETMAN, and
ROBIN RAYCHELLE PETTY,
individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

AIS INFOSOURCE, L.P.,

Defendant.

§ IN THE DISTRICT COURT
§
§
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§
§
§ FOR THE 189TH JUDICIAL DISTRICT
§
§
§
§
§
§ HARRIS COUNTY, TEXAS

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

Pending before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"). Having considered the Motion, heard the arguments of counsel, reviewed applicable law, and for the reasons that follow, the Motion is hereby GRANTED.

Accordingly, it is hereby **ORDERED, ADJUDGED, and DECREED:**

1. The following class is provisionally certified for purposes of entering judgment: "All living individuals residing in the United States who received Notice, including notice of this settlement, that their PII may have been involved in the Data Incident." Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their staff and direct families; (2) governmental entities; (3) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (5) any person found by

a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

2. The Court finds the Settlement Class above meets the prerequisites and requirements for certification under TEX. R. CIV. P. 42(a) and (b)(3). Specifically, the Court finds for settlement purposes that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact that are common to the Settlement Class; (iii) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (iv) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained competent counsel to prosecute this Litigation on behalf of the Settlement Class; (v) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (vi) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. The Court finds that Plaintiffs Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty satisfy the requirements of TEX. R. CIV. P. 42 with respect to Class Representatives, and hereby provisionally appoints them as such.

4. Additionally, the Court finds proposed Class Counsel Angelica Gentile and Leanna Loginov, of SHAMIS & GENTILE, P.A., possess the knowledge, skill, and experience and diligently and efficiently represent the interests of the Settlement Class, and the Court hereby appoints them as Settlement Class Counsel.

5. The Court further finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate at the final fairness hearing. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by TEX. R. CIV. P. 42 and relevant case law.

6. Pursuant to TEX. R. CIV. P. 42(e)(1), the Court finds that giving notice is justified. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits A, B, and C are hereby approved. Non-material modifications or amendments to these Exhibits may be made by the Claims Administrator in consultation and agreement with the Parties, but without further order of the Court.

7. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and

constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including TEX. R. CIV. P. 42(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Texas Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

8. The Court hereby appoints Simpluris, Inc. as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement. Simpluris, Inc. is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. Settlement Class Members may "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include: (i) the name of the proceeding, (ii) the individual's full name, current mailing address, telephone number, and email address (if any); (iii) personal signature (an attorney's signature is not sufficient), and (iv) the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

10. Settlement Class Members may object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline, as determined by the Settlement Agreement. A written objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone number, and email address (if any); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Long Form Notice or Short Form Notice the objector received; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (v) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the approval hearing in support of the objection (if any); (viii) a description and/or copies of evidence that may be introduced at the approval hearing; (ix) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (x) the signature of the Settlement Class Member (an attorney's signature is not sufficient).

11. A Final Approval Hearing shall be held on _____, 202____, at [INSERT ADDRESS AND COUTROOM] [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to TEX. R. CIV. P. 42(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant

to TEX. R. CIV. P. 42(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) Class Counsel's Fee and Expense Application should be approved pursuant to TEX. R. CIV. P. 42(i); and (f) the application of the Class Representatives for a Service Award should be approved.

12. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

It is SO ORDERED.

Entered this the ____ day of _____, 2026.

/s/ _____
HON. _____
DISTRICT JUDGE

EXHIBIT E

No. 2026-18098

CLIFTON TYLER ALLEN,
STEVEN GETMAN, and
ROBIN RAYCHELLE PETTY,
individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

AIS INFOSOURCE, L.P.,

Defendant.

§ IN THE DISTRICT COURT
§
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§ FOR THE 189TH JUDICIAL DISTRICT
§
§
§
§
§
§ HARRIS COUNTY, TEXAS

**[PROPOSED] ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Pending before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty ("Plaintiffs" or "Class Representatives") and Defendant AIS InfoSource, L.P. ("Defendant"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

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

THE COURT, being required under Tex. R. Civ. P. 42 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

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

IT IS ON THIS ____ day of _____, 2026,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Class Action Petition that Defendant failed to safeguard and protect the Private Information of its current and former customers (and/or the current and former customers of Defendant's institutional clients), and that this alleged failure caused injuries to Plaintiffs and the Settlement Class.

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

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On [Month] [Date], 2026, the Court entered an Order Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the notice program set forth in the Settlement Agreement; (b) approval of the Claim Form and the form and manner

of the claims program; (c) conditionally certified a Settlement Class in this matter, including defining the class; (d) provisionally appointed Plaintiffs as the Class Representatives; (e) provisionally appointed Class Counsel; (f) preliminarily approved the Settlement Agreement and the Settlement; (g) set deadlines for opt-outs and objections; (h) approved and appointed the Settlement Administrator; and (i) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, the Court conditionally certified the Settlement Class in this matter, defined as follows:

All living individuals residing in the United States who received Notice, including notice of this settlement, that their PII may have been involved in the Data Incident.

The Settlement Class includes approximately 23,499 persons. Excluded from the Settlement Class are:

(1) the judges presiding over this Litigation, and members of their staff and direct families; (2) governmental entities; (3) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads nolo contendere to any such charge.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Tex. R. Civ. P. 42.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for benefits that will be evaluated by a Settlement Administrator mutually agreed upon by Class Counsel and Defendant;
- b. Defendant to pay all Notice and Administrative Expenses;
- c. Defendant to pay a Court-approved amount for attorneys' fees and expenses of Class Counsel, not to exceed \$325,000.00; and
- d. Defendant to pay Court-approved Service Awards to Class Representatives, not to exceed \$3,000.00 to each to the named Plaintiffs.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, Class Counsel's Fee and Expense Application inclusive of a request for Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the notice program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the class action as directed by the Court,

12. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement is [Month] [Date], 2026.

13. As of this date, no objections were filed by Settlement Class Members.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. As of the final date of the Opt-Out Period, no Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

18. The Court appoints Plaintiffs Clifton Tyler Allen, Steven Getman, and Robin Raychelle Petty as Class Representatives.

19. The Court appoints Angelica Gentile and Leanna Loginov of Shamis & Gentile, P.A. as Class Counsel.

20. The Court hereby grants the Plaintiffs' Fee and Expense Application, finds that the amounts sought are fair and reasonable, and awards Class Counsel combined attorneys' fees and expenses in the amount of \$325,000.00, and Service Awards in the amount of \$3,000.00 to each Class Representative.

21. The Court finds that the Settlement Agreement shall be deemed to have released and forever discharged the Released Parties of and from liability for any and all Released Claims as those terms are defined in the Settlement Agreement.

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

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

IT IS SO ORDERED this ____ day of _____, 2026.

Court Judge Presiding

ClassAction.org

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