

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Lori Anderson and Biodun Jaiyeola (“Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined in Paragraph 24), and Triage LLC d/b/a Triage Staffing (“Triage” or “Defendant”) (collectively the “Parties”), in the action *Anderson et al. v. Triage LLC d/b/a Triage Staffing* (Case No. 2026CH000002) filed on or about February 23, 2026, in The Circuit Court of LaSalle County, Illinois, County Department, Chancery Division (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 27), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on August 8, 2025, Plaintiff Anderson filed a Complaint against Defendant in the United States District Court for the District of Nebraska related to a cybersecurity incident that began on or around May 2025 (the “Data Incident”) affecting Defendant;

WHEREAS, on August 19, 2025, Plaintiff Jaiyeola filed a related action in the United States District Court for the District of Nebraska related to the Data Incident;

WHEREAS, on August 26, 2025, after coordination of the Parties, Plaintiff Anderson filed an Amended Complaint in the *Anderson* action adding Plaintiff Jaiyeola to the *Anderson* action, and the *Jaiyeola* action was dismissed;

WHEREAS, shortly after the *Anderson* was filed, the Parties agreed to engage in informal discovery, exchanging information necessary to evaluate their respective settlement positions;

WHEREAS, after weeks of arms’-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this Agreement;

WHEREAS, the Parties agreed to dismiss the federal court action and refile the Action in this Court, filing the Action on February 23, 2026;

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

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

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and

resolution of this action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

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

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Alternative Cash Payment” means the cash payment of \$50.00 that Settlement Members can claim as set forth in Paragraph 42(c).

3. “Defendant’s Counsel” means Michelle Gomez of Baker & Hostetler LLP.

4. “Claim Form” means the form(s) Settlement Class Members must submit to be eligible for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, and/or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the Claim Form and any documents submitted with the Claim Form are true and correct to the best of his or her knowledge or recollection.

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

6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Commencement Deadline.

7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.

8. “Court” means the Circuit Court of LaSalle County Illinois County Department, Chancery Division.

9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41 provided by CyEx, which includes two (2) years of three-bureau credit monitoring and \$1,000,000.00 million in identity theft protection insurance, among other features.

10. “Data Incident” means the cybersecurity incident affecting Defendant that began on or around May 2025.

11. “Effective Date” means ten (10) business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

12. “Extraordinary Losses” means the up to \$2,500.00 per person Settlement Class Members may claim, with third-party documentation, if (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

13. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

15. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Illinois Code of Civil Procedure and is consistent with all material provisions of this Agreement.

16. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

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

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

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

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

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

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

23. “Ordinary Losses” means the up to \$500.00 per person that Settlement Class Members may claim, with third-party documentation. Ordinary Losses would include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including 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 mailing of the notice of Data Incident, through the Claim Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

24. “Settlement Class Member” means all persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and was sent a Notice Letter, and who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

25. “Personal Information” includes, but is not limited to, first, middle, and last names, addresses, dates of birth, and Social Security numbers. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Illinois Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

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

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

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

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

31. “Service Award” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 69.

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

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

34. “Settlement Class” means all persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter. Excluded from the Settlement Class are (i) all persons who are parents, subsidiaries, directors, officers, members and agents of Defendant, and any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; (iv) anyone who perpetrated the Data Incident; and (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

35. “Settlement Class Counsel” means Stephen J. Pigozzi of Strauss Borrelli PLLC and Ra O. Amen of Mason LLP.

36. “Settlement Class List” means the list of all names and mailing addresses of potential Settlement Class Members, to the extent that such information was contained in the original list used to notice about the Data Incident, which Defendant shall provide to the Settlement Administrator within thirty (30) days of entry of the Preliminary Approval Order.

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

38. “Settlement Class Representatives” means Lori Anderson and Biodun Jaiyeola.

39. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

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

SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of three-bureau credit monitoring and \$1,000,000.00 in identity theft protection insurance, among other features.

42. **Cash Benefits.** Defendant will pay Approved Claims for Extraordinary Losses, Ordinary Losses, or, in the alternative, Alternative Cash Payments, as described below.

- a. **Claims for Extraordinary Losses:** Up to \$2,500.00 per person with third-party documentation, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- b. **Ordinary Losses:** Up to \$500.00 per person with third-party documentation. Ordinary Losses would include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including 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 mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- c. **Alternative Cash Payment.** Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per Settlement Class Member in lieu of claims for Extraordinary Losses, Ordinary Losses, and Credit Monitoring Services. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

43. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements to the extent those costs can be quantified.

CLAIMS PROCESS AND PAYMENTS TO SETTLEMENT CLASS MEMBERS

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

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

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Extraordinary Losses, Ordinary Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 42 above.
- d. The Settlement Administrator will determine to what extent documentation Extraordinary Losses and Ordinary Losses reflect losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Extraordinary Losses and Ordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after May 2025; (ii) whether the alleged loss for the specific Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. 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.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely Claim by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator

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

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

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Extraordinary Losses, Ordinary Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46(a).
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

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

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

SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address by the Notice Commencement Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

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

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the

operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 41-42. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

OPT-OUTS AND OBJECTIONS

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

- a. The Request for Exclusion must include: (i) the name of the proceeding, (ii) the individual’s full name, current address, telephone number, and email address (if any), (iii) personal signature, and (iv) the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 53, above, shall be bound by the terms of this Settlement Agreement, including the Release

contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

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

DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

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

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

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

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

reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

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

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**, at least fourteen (14) days before the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

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

MODIFICATION AND TERMINATION

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

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

date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Settlement Class Counsel if more than 50 Settlement Class Members submit valid Requests for Exclusion.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, 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, 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.

64. **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 occurrence or 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.

RELEASES

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

66. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

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

SERVICE AWARD PAYMENTS

69. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). If more than \$2,500.00 per Plaintiff is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 62. Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall

be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

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

ATTORNEYS' FEES, COSTS, EXPENSES

71. **Attorneys' Fees and Costs.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Forty Thousand Dollars (\$240,000.00). If more than \$240,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 62. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

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

NO ADMISSION OF LIABILITY

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

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

MISCELLANEOUS

75. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's 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, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). 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.

76. **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.

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

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

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

80. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, 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. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

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

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

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

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

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

87. **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.

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

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

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

Stephen J. Pigozzi
STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, IL 60611
E-mail: spigozzi@straussborrelli.com

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

Michelle R. Gomez*
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
Telephone: (303) 861-0600
E-mail: mgomez@bakerlaw.com

**Pro Hac Vice*

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

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

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

93. **No Collateral Attack.** The 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.

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

[Signature Page to Follow]

SIGNATURES

Lori Anderson

By: Lori Anderson
Lori Anderson (Mar 5, 2026 10:35:34 PST)

Date: 03/05/2026

Biodun Jaiyeola

By: _____

Date: _____

Triage LLC

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Stephen J. Pigozzi

Date: _____

Counsel for Defendant

By: _____
Michelle Gomez

Date: _____

SIGNATURES

Lori Anderson

By: _____

Date: _____

Biodun Jaiyeola

By: _____

Date: _____

Triage LLC

By: Michael K. Burke
MICHAEL K BURKE

Date: 03/04/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Stephen J. Pigozzi

Date: _____

Counsel for Defendant

By: _____
Michelle Gomez

Date: _____

SIGNATURES

Lori Anderson

By: _____

Date: _____

Biodun Jaiyeola

By: Biodun Jaiyeola

Date: 03 / 02 / 2026

Triage LLC

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Stephen J. Pigozzi
Stephen J. Pigozzi

Date: 03 / 03 / 2026

Counsel for Defendant

By: _____
Michelle Gomez

Date: _____

SIGNATURES

Lori Anderson

By: _____

Date: _____

Biodun Jaiyeola

By: _____

Date: _____

Triage LLC

By: _____

Date: _____

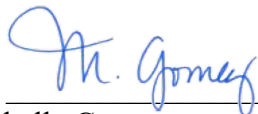
Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Stephen J. Pigozzi

Date: _____

Counsel for Defendant

By:  _____
Michelle Gomez

Date: **March 4, 2026**

— EXHIBIT A —

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

**Anderson et al. v.
Triage LLC d/b/a Triage Staffing**
Case No. 2026CH000002

**A PROPOSED SETTLEMENT HAS BEEN
REACHED IN A CLASS ACTION LAWSUIT
KNOWN AS ANDERSON ET AL. V. TRIAGE
LLC D/B/A TRIAGE STAFFING, CASE NO.
2026CH000002 PENDING IN THE CIRCUIT
COURT OF LASALLE COUNTY, ILLINOIS**

*A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.*

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



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with Triage LLC d/b/a Triage Staffing ("Triage") in a class action lawsuit ("Settlement"). The case is about the May 2025 unauthorized intrusion on Triage's computer systems (the "Data Incident"). Files containing private information were potentially accessed. Triage denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

What are the Settlement benefits?

Option 1: you can claim two years of **Credit Monitoring Services** and one or more of the **cash benefits for losses**.

If you have documented losses you can get back up to **\$500** for out-of-pocket expenses and up to **\$2,500** for fraud or identity theft losses.

Option 2: *instead of any other benefit*, you can get a one-time **\$50** payment. This payment does not require documentation.

Full details and instructions are available online.

How do I receive a Settlement benefit?

File all of 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 Triage or the Released Parties for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, or **remotely via videoconference or telephone conference**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$240,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

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

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002

A PROPOSED SETTLEMENT HAS BEEN REACHED IN A CLASS ACTION LAWSUIT KNOWN AS ANDERSON ET AL. v. TRIAGE STAFFING, LLC D/B/A TRIAGE STAFFING, CASE NO. 2026CH000002, PENDING IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS

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 Triage LLC d/b/a Triage Staffing (“Triage” or “Defendant”) in a class action lawsuit. This case is about the unauthorized intrusion on Triage's computer systems that occurred in May 2025 (the “Data Incident”). Certain files that contained private information were potentially accessed. These files may have contained personal information such as first, middle, and last names, addresses, dates of birth, and Social Security numbers.
- The lawsuit is called *Anderson, et al. v. Triage LLC d/b/a Triage Staffing*, Case No. 2026CH000002. It is pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division (the “Action”).
- Triage denies any liability or wrongdoing, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Triage's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Triage.
- 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	<p>The only way to receive cash benefits and/or credit monitoring services from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at 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.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or Released Parties related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 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.	<u> </u> , 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 cash benefits and credit monitoring services from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or Released Parties related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
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Basic Information

1. Why was this Notice issued?

The Circuit Court of Lasalle County Illinois County Department, Chancery Division, 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 *Anderson, et al. v. Triage LLC d/b/a Triage Staffing*, Case No. 2026CH000002. It is pending in the Circuit Court of Lasalle County Illinois County Department, Chancery Division. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Triage LLC d/b/a Triage Staffing, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during May 2025 , certain files that contained private information were potentially accessed on Triage's computer systems without authorization. These files may have contained personal information such as first, middle, and last names, addresses, dates of birth, and Social Security 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 “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt out from the Settlement. In this Settlement, the Class Representatives are Lori Anderson and Biodun Jaiyeola. Everyone included in this Litigation are the Settlement 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 Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Triage, its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s immediate family and staff; (4) anyone who perpetrated the Data Incident; 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 Settlement 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: Triage 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 claim one or more of the following Settlement benefits.

Option 1	Option 2
<p>You may claim Credit Monitoring Services, and one or more of the following cash benefits for losses:</p> <ul style="list-style-type: none">• Ordinary Losses (out-of-pocket expenses) up to \$500.00• Extraordinary Losses (losses from identity theft or fraud) up to \$2,500.00	<p>Alternative Cash Payment. <i>Instead of any other benefit, you may claim a one-time \$50.00 cash payment.</i></p>

OR

The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. Settlement Class Members are eligible to enroll in two years of CyEx Identity Defense Total. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

CASH BENEFITS FOR LOSSES

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between May 2025, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like 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.

Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between May 2025, and [**Claims Deadline**].

You need to send proof, like 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.

ALTERNATIVE CASH PAYMENT. *Instead of any other benefit,* you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these Settlement 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: Triage 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 Settlement Class, you won't be able to be part of any other lawsuit against Triage or any Released Parties about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Paragraphs 65–68) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Stephen Pigozzi of Strauss Borrelli PLLC and Ra Amen of Mason LLP, to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$240,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Defendant.

Class Counsel will also ask for Service Award payments of up to \$2,500.00 for each of the Class Representatives. Service Award payments 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 Triage 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: *Anderson, et al. v. Triage LLC d/b/a Triage Staffing*, Case No2026CH000002, pending in the Circuit Court of Lasalle County, Illinois, County Department, Chancery Division;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature (an attorney’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:

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

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

Commenting on or Objecting to the Settlement

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

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

You 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: *Anderson, et al. v. Triage LLC d/b/a Triage Staffing*, Case No. 2026CH000002, pending in the Circuit Court of Lasalle County Illinois County Department, Chancery Division;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (6) information that proves that you are a Settlement Class Member (such as a notice you have received); and
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

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

Class Counsel	Counsel for Defendant
Stephen Pigozzi STRAUSS BORRELLI PLLC 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Michelle R. Gomez BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202

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 Circuit Court of LaSalle County Illinois County Department, Chancery Division, at **[Court Address]**. The Final Approval Hearing may also be held remotely or by telephone.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs, and whether to award Service Award payments to the Class Representatives. The Court will also consider any timely and valid objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** 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 cash benefit or credit monitoring services from this Settlement.

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

Getting More Information

21. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Triage 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].

PLEASE 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]

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002
Circuit Court of LaSalle County Illinois County Department, Chancery
Division

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Settlement Class this way: “All persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter.”

Excluded from the Settlement Class are: (1) Triage and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s immediate family and staff; (4) anyone who perpetrated the Data Incident; 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 SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE SETTLEMENT BENEFITS

All Settlement Class Members may claim one or more of the following Settlement benefits.

Option 1

You may claim **Credit Monitoring Services**, and one or more of the following cash benefits for losses:

- **Ordinary Losses** (out-of-pocket expenses) up to \$500.00
- **Extraordinary Losses** (losses from identity theft or fraud) up to \$2,500.00

OR

Option 2

Alternative Cash Payment. *Instead of any other benefit*, you may claim a one-time **\$50.00** cash payment.

The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. Settlement Class Members are eligible to enroll in two years of CyEx Identity Defense Total. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning

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]

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002
Circuit Court of LaSalle County Illinois County Department, Chancery
Division

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

- comprehensive public records monitoring

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

CASH BENEFITS FOR LOSSES

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between May 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like 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.

Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between May 2025, and [Claims Deadline].

You need to send proof, like 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.

ALTERNATIVE CASH PAYMENT. *Instead of any other benefit*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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]

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002
Circuit Court of LaSalle County Illinois County Department, Chancery
Division

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Triage 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].

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002
Circuit Court of LaSalle County Illinois County Department, Chancery Division

Your claim must be submitted online or postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

IV. EXTRAORDINARY LOSSES (LOSSES FROM IDENTITY THEFT OR FRAUD)

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,500.00.

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

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for Unauthorized bank transfer with amount \$500 and a TOTAL CLAIMED row.

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.

V. ALTERNATIVE CASH PAYMENT

Check this box if you want to claim a one-time \$50.00 cash payment.

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

VI. PAYMENT SELECTION

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

- PayPal: Email address, if different than you provided in Section 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:
Physical Check: Payment will be mailed to the address provided in Section 11

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

Anderson, et al. v. Triage LLC d/b/a Triage Staffing
Case No. 2026CH000002
Circuit Court of LaSalle County Illinois County Department, Chancery
Division

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

DATA INCIDENT SETTLEMENT CLAIM FORM

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 —

**IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**LORI ANDERSON and BIODUN
JAIYEOLA**, individually and on behalf all
others similarly situated,

Plaintiffs,

v.

TRIAGE LLC d/b/a TRIAGE STAFFING,

Defendant.

Case No. 2026CH000002

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). Upon careful consideration of the Motion, arguments of counsel, and being otherwise advised, the Court finds and determines as follows:

Plaintiffs Lori Anderson and Biodun Jaiyeola brought this class action against Defendant Triage LLC d/b/a/ Triage Staffing (“Defendant” or “Triage”) for damages allegedly suffered by Plaintiffs and the Class in connection with an unauthorized intrusion where certain files and data stored within Defendant’s network were potentially accessed (the “Data Incident”). Defendant became aware of the Data Incident on or about May 1, 2025.

The parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm’s-length negotiations between counsel experienced in class actions and data privacy matters. The parties have agreed to settle this action, pursuant to the terms of the

Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto (together, the “Settlement Agreement” or “Settlement”), and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is granted as set forth herein.¹

I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

For settlement purposes only and pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the Court provisionally certifies the classes in this matter defined as follows:

all persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter.

Excluded from the Settlement Class are: (i) all persons who are parents, subsidiaries, directors, officers, members and agents of Defendant, and any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; (iv) and anyone who perpetrated the Data Incident; (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

common to the class, which common questions predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL

Plaintiffs Lori Anderson and Biodun Jaiyeola are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members, and therefore typical of the Class, and that they will be adequate Settlement Class Representatives.

The Court finds that Stephen J. Pigozzi of Strauss Borrelli PLLC and Ra O. Amen of Mason LLP are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

III. PRELIMINARY SETTLEMENT APPROVAL

Upon preliminary review, the Court finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

IV. JURISDICTION

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

V. FINAL APPROVAL HEARING

A Final Approval Hearing shall be held on **[DATE: no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order]** in Courtroom 305, 119 W. Madison Street, Ottawa, IL 61350, or by Zoom or telephone, to determine, among other things,

whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to 735 ILCS 5/2-801; (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to 735 ILCS 5/2-802; (iii) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for a Fee Award and Costs should be approved; and (vi) the application of the Settlement Class Representatives for Service Awards should be approved.

Plaintiffs' motion for final approval of the Settlement, including their application for Fee Award and Costs and Service Awards, shall be filed with the Court by [**DATE: 14 days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement**].

VI. ADMINISTRATION

The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members, including but not limited to, the Settlement Administrator's fees and costs. These payments shall be made separate and apart from the Settlement amounts.

VII. NOTICE TO THE CLASS

The Proposed Notice Program set forth in the Settlement Agreement, including the Short Notice and Long Form Notice, attached to the Settlement Agreement as its Exhibits 1 and 2, satisfy the requirements of 735 ILCS 5/2-803, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without

further order of the Court. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

By **[DATE: 30 days after entry of this Order]**, the Settlement Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

VIII. FINDINGS CONCERNING NOTICE

The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of 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 Class Members and other persons entitled to receive Notice; and (d) meet all applicable requirements of law, including the 735 ILCS 5/2-803, and the Due Process Clause(s) of the Illinois Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

IX. EXCLUSION FROM CLASS

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **[DATE: 60 days after the Notice Commencement Deadline]**. The written notification must include: (a) the name of the proceeding, (b) the individual's full name, current address, telephone

number and email address (if any), (c) personal signature, and (d) the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release and the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

X. OBJECTIONS AND APPEARANCES

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Awards, or Settlement Class Counsel’s requested Fee Award and Costs, and must do so no later than **[DATE: 60 days after the Notice Commencement Deadline]**.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Court by the Objection Deadline; and (b) mailed first-class postage prepaid to the Clerk of Court, Settlement Class Counsel, Defendants’ Counsel,

and the Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than **[DATE: 60 days after the Notice Commencement Deadline]**, as specified in the Notice.

For an objection to be considered by the court, the objection must also set forth:

- a. the name of these proceedings;
- b. the Settlement Class Member's full name, current mailing address, telephone number, and email address (if any);
- c. a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d. the identity of any attorneys representing the objector;
- e. a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- f. information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and
- g. the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files and serves a written objection, as described above, may appear at the Final Approval

Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, including any final judgment and orders entered thereon, the Service Awards, or the Fee Award and Costs.

XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN

The Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the settlement benefits to the class and plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement Agreement, should Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form will be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

XII. TERMINATION OF THE SETTLEMENT

This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

XIII. USE OF ORDER

This Order shall be of no continuing force or effect if Final Judgment is not entered or there is no Effective Date (as defined in the Settlement Agreement). In no event, shall this Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability in connection with the Data Incident, indication that there was any misuse of information resulting from the Data Incident, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

XIV. STAY OF PROCEEDINGS

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

XV. CONTINUANCE OF HEARING

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

XVI. SUMMARY OF DEADLINES

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

1. **Notice Commencement Deadline: DATE [30 days after entry of this Order]**
2. **Motion for Final Approval: DATE [14 days prior to Final Approval Hearing]**
3. **Application for Attorneys' Fees, Costs, and Service Awards: DATE [14 days before the Opt-Out and Objection Deadlines]**
4. **Opt-Out and Objection Deadlines: DATE [60 days after the Notice Commencement Deadline]**
5. **Claim Submission Deadline: DATE [90 days after the Notice Commencement Deadline]**
6. **Final Approval Hearing: DATE [no earlier than one hundred and 120 days after entry of the Preliminary Approval Order] before the undersigned in Courtroom 305, 119 W. Madison Street, Ottawa, IL 61350.**

The dates set in this Order should be included as appropriate in the Notices to the Class.

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

HON. TROY D. HOLLAND

— EXHIBIT E —

**IN THE CIRCUIT COURT OF LASALLE COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**LORI ANDERSON and BIODUN
JAIYEOLA**, individually and on behalf all
others similarly situated,

Plaintiffs,

v.

TRIAGE LLC d/b/a TRIAGE STAFFING,

Defendant.

Case No. 2026CH000002

**[PROPOSED] ORDER FINALLY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND
DIRECTING NOTICE TO SETTLEMENT CLASS**

WHEREAS, This matter came before the Court for hearing on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion").

WHEREAS, on _____, the Court entered its Preliminary Approval order, which, inter alia, (1) preliminarily approved the Settlement; (2) determined that, for the purposes of settlement only, this action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Plaintiffs' counsel Stephen J. Pigozzi of Strauss Borrelli PLLC and Ra O. Amen of Mason LLP as Settlement Class Counsel; (5) approved the form and manner of Notice and the Notice program; (6) approved the Claims Review Process and Claim Form; and (7) scheduled the Final Approval Hearing.

WHEREAS, thereafter, on _____, the Settlement Administrator disseminated the Court-approved Notice to Settlement Class Members in accordance with the approved Notice program, the Settlement Agreement, and the Preliminary Approval Order

WHEREAS, on _____, the Court held the Final Approval Hearing to determine whether the Settlement was fair, reasonable, adequate, and to consider Settlement Class Counsel's motion for Attorneys' Fee Award and Costs and Service Awards.

WHEREAS, based on the foregoing, having considered the papers filed, the record, and proceedings held in connection with the Settlement, having considered the record and proceedings in this Action and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein:

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient Notice of the Settlement and the matters set forth therein to all persons entitled to notice. The Notice and Notice program fully satisfied the requirements of due process, 735 ILCS 5/2-803, and all other applicable laws and rules. The Claims Review Process is also fair, and the Claim Form is easily understandable.

3. The terms of the Settlement are fair, reasonable, and adequate. In so finding, the Court has considered several factors, including: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

4. A list of individuals who have requested exclusion from the Settlement is attached hereto as *Exhibit A*. The individuals listed in *Exhibit A* will not be bound by the Settlement Agreement or the Releases contained therein.

5. Based on the information presented to the Court, the Claims Review Process has proceeded as ordered and consistent with the Settlement Agreement and the Preliminary Approval Order. All Settlement Class Members who submitted valid Claims shall receive their approved Settlement Class Member benefits pursuant to the Settlement's terms. All Settlement Class Members who did not opt out or submit a Claim Form, or for whom the Claim Form submitted is determined to be invalid, shall still be bound by the terms of the Settlement Agreement and the Releases therein.

6. The distribution plan for the Settlement Class Member benefits contemplated by the Settlement is fair, reasonable, and adequate.

7. The Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented the Settlement Class and will continue to represent and protect the interests of the Settlement Class in connection with the Settlement.

8. Because the Court grants final approval of the Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

9. All Parties to this action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

10. The appointment of Plaintiffs Lori Anderson and Biodun Jaiyeola as the Settlement Class Representatives is affirmed.

11. The appointment of Stephen J. Pigozzi of Strauss Borrelli PLLC and Ra O. Amen

of Mason LLP as Settlement Class Counsel is affirmed.

12. The Court affirms its findings in the Preliminary Approval Order that the Settlement Class meets the relevant requirements of 735 ILCS 5/2-801 and 735 ILCS 5/2-802 for the purposes of settlement, in that: (1) The class is so numerous that joinder of all members is impracticable; (2) There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (3) The representative parties will fairly and adequately protect the interest of the class; and (4) The class action is an appropriate method for the fair and efficient adjudication of the controversy. In finding the Settlement as fair, reasonable, and adequate, the Court has also considered the Settlement Class Members' reaction to the Settlement, and that there were no objections or opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent Settlement Class Counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class as defined as:

all persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter.

Excluded from the Settlement Class are: (i) all persons who are parents, subsidiaries, directors, officers, members and agents of Defendant, and any entity in which Defendant has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; (iv) anyone who perpetrated the Data Incident; and (v) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

14. Judgment shall be, and is hereby entered, dismissing the action with prejudice.

15. As of the Effective Date, and in exchange for the relief described in the Settlement Agreement, the Releasing Parties shall release the Released Parties from the Released Claims. Pursuant to Paragraph 27 of the Settlement Agreement, “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law

16. The Settlement Class Benefits shall be distributed consistent with the Settlement Agreement.

17. Settlement Class Counsel’s Motion for Attorneys’ Fee Award and Costs of \$240,000.00 is hereby granted. These payments shall be made to Settlement Class Counsel in accordance with the Settlement Agreement. The Court evaluated the requested attorneys’ fees and costs and concludes that the amount and hourly rates requested by Settlement Class Counsel are fair and reasonable.

18. The Settlement Class Representatives shall each be awarded Service Awards in the amount of \$2,500.00. The Service Award payments shall be paid to the Settlement Class Representatives in accordance with the Settlement Agreement.

19. The Court hereby retains and reserves jurisdiction over this action for the purposes

of (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) this action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement; (3) all Parties for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order and any other order entered by the Court in accordance with the terms of the Agreement shall be vacated *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, and this action shall return to its status immediately prior to the execution of the Settlement Agreement.

21. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

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

HON.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Triage Staffing Settlement Wraps Up Class Action Lawsuit Over May 2025 Data Breach](#)
