

**— EXHIBIT 2 —**

## **AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, dated October 16, 2025, is made and entered into by and among Plaintiff Adnan Ansar (“Plaintiff”), for himself individually and on behalf of the Settlement Class (as defined below), and Defendant The Gill Corporation (“TGC”). This Settlement Agreement fully and finally resolves and settles all of Plaintiff’s and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### **RECITALS**

**WHEREAS**, TGC discovered that it was subject to a cyberattack. TGC initiated a comprehensive investigation to determine the extent of impact on the network. Through the investigation, it discovered that on or about June 23, 2024, an unauthorized third-party gained access to TGC’s network and may have impacted Personal Information (the “Data Breach”).

**WHEREAS**, during the period of the Data Breach, an unauthorized third party may have gained access to the names, social security numbers, driver’s license numbers, W-2 forms, and/or bank account numbers (collectively, “Personal Information”) of approximately 3,232 individuals.

**WHEREAS**, TGC began notifying impacted individuals about the Data Breach on or around September 16, 2024.

**WHEREAS**, on October 15, 2024, Plaintiff Adnan Ansar filed his complaint against TGC in the United States District Court, Central District of California, Western Division as Case No. 2:24-cv-08875 (the “Action”).

**WHEREAS**, after considerable meet and confer efforts, the Parties agreed to mediate the case.

**WHEREAS**, in preparation for the scheduled mediation, the Parties exchanged certain information related to the Action, including details of the Data Breach and the composition of the putative class. The Parties also prepared for mediation by laying out their respective positions on the litigation in writing, including with respect to the merits, class certification and settlement, to each other and the mediator.

**WHEREAS**, in the weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations.

**WHEREAS**, on May 14, 2025, the Parties engaged in a mediation session before Jill R. Sperber, Esq. of Sperber Dispute Resolution. Ms. Sperber has been involved in the mediation and/or arbitration of more than fifteen hundred disputes, including cases ranging from general business and personal disputes to complex, high-stakes, and multi-party matters. Prior to starting her ADR career, Ms. Sperber worked in private practice for nearly ten years and previously served as a law clerk to the Hon. Gary L. Taylor (Ret.) of the Central District of California, and the Hon. Ferdinand F. Fernandez of the Ninth Circuit. The mediation assisted the parties in resolving their outstanding differences and resulted in an agreement to settle this matter in principle. In the time

that followed that mediation session, the Parties were able to finalize all the terms of this Settlement Agreement.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, Proposed Settlement Class Counsel (“Class Counsel”), on behalf of Plaintiff and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiff’s claims, and TGC’s potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiff’s claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses TGC may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiff and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiff and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiff and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

**WHEREAS**, TGC has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiff and the Settlement Class with a settlement that is fair, reasonable, and adequate.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and TGC specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by TGC of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**WHEREAS**, this Agreement is conditioned upon the Court approving this settlement at a Final Approval Hearing, the staying of the pending federal action, and the dismissal of the action after final Court approval of this settlement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## **DEFINITIONS**

As used in this Agreement, the following terms shall be defined as follows:

“Action” means the class action captioned *Adnan Ansar v. The Gill Corporation* Case No. 2:24-cv-08875, filed on October 15, 2024, in the United States District Court Central District of California, Western Division.

“Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

“Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

“Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

“Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

“CAFA Notice” means the notice to be disseminated to appropriate federal and state officials pursuant to the requirements of 28 U.S.C. § 1715(b) and in accordance with Section 4(b) of this Agreement.

“Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.

“Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

“Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

“Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.

“Class Counsel” or “Settlement Class Counsel” means Strauss Borrelli PLLC.

“Class Member” means a member of the Settlement Class.

“Class Representative” means Adnan Ansar.

“Court” means the United States District Court for the Central District of California, Western Division.

“Data Breach” refers to the unauthorized access that is the subject of the Action and which TGC learned may have impacted Personal Information on or around June 23, 2024, and disclosed publicly on or around September 16, 2024.

“Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are reasonably traceable to the Data Breach, as further described in Section 2(d)(i) below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not attributable to the Data Breach and incurred on or after June 23, 2024.

“Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 9 below.

“Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

“Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

“Final Approval Order and Judgment” means the order to be entered by the Court after the Final Approval Hearing which among other things, approves the Settlement Agreement and the settlement as fair, adequate, and reasonable, enter the Judgment, dismisses the Action with prejudice, and confirms that final certification of the Settlement Class. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit B**.

“Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

“TGC’s Counsel” or references to counsel for TGC means attorney Leo P. Norton, Jonathan O. Harris, and other attorneys at the law firm Jackson Lewis P.C.

“TGC” or “Defendant” means Defendant The Gill Corporation and its current and former affiliates, parents, subsidiaries, and successors.

“Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit D**.

“Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.

“Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line. The Settlement Website will provide links to the Notice in both English and Spanish.

“Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.

“Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator, and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

“Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, or email their objections to the Settlement Administrator, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.

“Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline by which Class Members must postmark a Request for Exclusion shall be sixty (60) days following the Notice Date and will be clearly set forth in the Settlement Class Notice.

“Parties” means the Plaintiff and Defendant TGC.

“Personal Information” means information potentially compromised in the Data Breach, including names, Social Security numbers, driver’s license numbers, W-2 forms, and/or bank account numbers.

“Plaintiff” means Adnan Ansar.

“Preliminary Approval Order” means an order by the Court that grants conditional certification of the Settlement Class, preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**.

“Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

“Related Federal or State Actions” means any lawsuits besides the instant one, asserting claims that are substantially similar to the claims raised in this litigation.

“Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the Data Breach regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source

“Released Parties” means Defendant, its parent companies The Gill Corporation Maryland and The Gill Corporation -Europe, and their board members, officers and directors. Each of the Released Parties may be referred to individually as a “Released Party.”

“Request for Exclusion” is the written or emailed communication by a Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.

“Service Award” means the amount awarded by the Court and paid to the Class Representative in recognition of his role in this litigation, as set forth in Section 7 below.

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

“Settlement Administrator” means **Atticus Administration, LLC**, the third-party class action settlement administrator to be selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and TGC may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

“Settlement Benefit(s)” means any Settlement Payment, the Credit Monitoring and Insurance Services, the Documented Loss Payments, the Cash Fund Payments, the Prospective Relief set forth in Sections 2 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.

“Settlement Class” and “Class” means all individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by The Gill Corporation in June 2024, including all those individuals who received notice of the breach. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) TGC, its subsidiaries, parent companies, successors, predecessors, and any entity in which TGC or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

“Settlement Fund” means the sum of **Three Hundred Thousand Dollars (\$300,000.00)**, to be paid by TGC, as specified in Section 2(a) of this Agreement.

“Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 2(d) herein.

“Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms. The Settlement Website will be available in both English and Spanish.

“Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit F**.

“Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that

may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

## **1. SECURITY COMMITMENTS; PROSPECTIVE RELIEF**

(a) TGC agrees to adopt, continue, and/or implement reasonable data and information security measures, at its expense, which are designed to strengthen TGC’s data and information security. The parties have agreed that TGC will implement the aforementioned measures for at least two years from the Effective Date of this Agreement. All costs associated with these data and information security measures shall be paid for by TGC separate and apart from the Settlement Fund.

(b) Within 30 days of the date of TGC’s execution of this Agreement, TGC will provide Class Counsel with a confidential declaration or affidavit attesting to the security-related measures implemented and planned, to enable Plaintiff to represent to the Court that reasonable diligence was exercised in agreeing to the settlement. Upon request, TGC shall submit the declaration to the Court for *in camera* review.

## 2. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

(a) TGC agrees to make or cause to be made a payment of Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the Settlement Fund). Within **twenty-one (21) days** of the Court granting preliminary approval to the Settlement, TGC shall make a preliminary payment of the Settlement Fund to the Settlement Administrator in the amount necessary to cover the estimated costs of Notice, to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”). TGC agrees to create the remainder of the Settlement Fund within fifteen (15) days after the expiration of all rights of appeal from the Final Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), by making or causing to be made a deposit of Three Hundred Thousand Dollars and No Cents (\$300,000.00), less the preliminary payment for the estimated costs of Notice. TGC will not be responsible for any additional monetary obligation beyond the Settlement Fund, regardless of how many class members submit claim forms. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards.

(b) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

(c) The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiff, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

(d) Settlement Payments: Each Class Member may qualify and submit a claim for one or more of the following:

(i) Documented Loss Payment. Class Members may submit a claim for Settlement Payment of up to \$5,000 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim and the Class Member fails to cure his or her claim within the 30-day time period set forth below in Section 2(g) below, then the Class Member's claim will instead be automatically placed into the Cash Fund Payment category below.

(ii) Cash Fund Payment. In the alternative to the Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* Settlement Payment in cash ("Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 2(k) below.

(iii) Credit Monitoring and Insurance Services ("CMIS"). Class Members may elect to claim two years of CMIS to be provided by a vendor agreed upon by the parties. The CMIS benefit will provide at a minimum three credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from TGC. Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to 12 months.

(e) Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

(f) Deadline to File Claims. Claim Forms must be received postmarked or electronically within ninety (90) days after the Notice Date.

(g) The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims, and the Settlement Administrator shall consult with Class Counsel to determine whether late-posted claims should be considered. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails

to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

(h) Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

(i) Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund.

The Settlement Administrator will first apply the Net Settlement Fund to pay valid claims for Documented Loss Payments. In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be used for CMIS claims or distributed to Claimants with Approved Claims for Cash Fund Payments.

If Net Settlement Funds remain after paying for Documented Loss Payments, the Settlement Administrator will next use it to pay valid claims for CMIS. In the event the Net Settlement Fund is insufficient to cover the payment for the CMIS claimed by Class Members, the duration of the CMIS coverage period will be reduced to exhaust the fund. In such an event, no Net Settlement Funds will be distributed to Cash Fund Payments. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments.

The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the "Post CM/DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post CM/DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 2(d)(i) and (ii) herein, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The amount of each Cash Fund Payment shall be calculated by dividing the Post CM/DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments. In the event that the average check amount for Cash Fund Payments would be less than Three Dollars and No Cents (\$3.00), the monies in the Post CM/DL Net Settlement Fund shall be distributed in accordance with Section 2(k) pertaining to Residual Funds.

All such determinations for payment of Claims as set forth above shall be performed by the Settlement Administrator.

(j) Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have ninety (90) days following distribution to deposit or cash their benefit check.

(k) Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund (or Post CM/DL Net Settlement Fund) more

than 120 days after the distribution of all Settlement Payments to the class members, a subsequent Settlement Payment will be evenly made to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund (or Post CM/DL Net Settlement Fund) shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund (or Post CM/DL Net Settlement Fund), if any, shall be distributed by mutual agreement of the Parties to the **Electronic Privacy Information Center** as a *cy pres* payment, subject to approval by the Court.

(l) Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

(m) Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to TGC after the Effective Date.

(n) Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to TGC and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

(o) Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of TGC and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to TGC and/or its insurers.

(p) Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.

(q) Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further

order of the Court. The Settlement Administrator shall provide Class Counsel and TGC with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

(r) Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

(s) Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

(t) Limitation of Liability. TGC and its Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(u) Class Representative and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(v) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representative, and TGC, and TGC's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement;

(ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

### **3. RELEASE**

(a) Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representative and all Class Members identified in the settlement class list in accordance with Section 5(c), on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Breach or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

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

(c) Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

### **4. REQUIRED EVENTS AND COOPERATION BY PARTIES**

(a) Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.

(b) CAFA Notice. Within ten days after Plaintiff files the motion for preliminary approval of the Settlement, Defendant shall provide CAFA Notice to the appropriate officials of the United States, the State of California, the other forty-nine states, and U.S. territories. Defendant shall bear the costs of such notice. When Defendant provides CAFA Notice in accordance with this Section of this Agreement, it shall provide copies of the CAFA Notice to Plaintiff.

(c) Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

(d) Certification of the Settlement Class. For purposes of this Settlement only, Plaintiff and TGC 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, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. TGC reserves the right to contest class certification for all other purposes. Plaintiff and TGC further stipulate to designate the Class Representative as the representatives for the Settlement Class.

(e) Resolution of Related Federal Actions. The Class Representatives and Class Counsel shall cooperate and assist with any reasonable actions and steps in furtherance of the stay and dismissal of any Related Federal or State Actions, if any are filed prior to the entry of Final Approval by the Court..

(f) Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order. The Parties may file a Motion for Final Approval no later than fourteen (14) days prior to the Final Approval Hearing, and a Response to any objections to the Settlement or a Supplement to the Motion for Final Approval no later than seven (7) days prior to the Final Approval Hearing.

## **5. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

(a) Notice shall be disseminated pursuant to the Court's Preliminary Approval Order. The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

(b) Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members via direct mail. If a mailed Notice is returned as undeliverable, the Settlement Administrator will conduct skip tracing and a national change of address search, and will re-mail the Notice when possible. If the Notice remains undeliverable once re-mailed, Defendant will provide the Supplemental Class List to the Settlement Administrator, and the Settlement Administrator will utilize that information to attempt to attempt to locate those remaining Class Members that it has been unable to locate, and will re-mail the Notice again. Should those efforts still fail, the Notice will be sent by email, if an email address is available in Defendant's records.

(c) Settlement Class List. Within twenty-one (21) days after the issuance of the Preliminary Approval Order, and contingent upon the Settlement Administrator executing a Data Protection Agreement that is acceptable to TGC, TGC will provide to the Settlement Administrator a list of any and all names, mailing addresses, telephone numbers, and email addresses of any and all Class Members that it has in its possession, custody, or control.

(d) **Supplemental Class List.** Within forty-five (45) days after the Settlement Administrator disseminates Notice to the Class, it will inform Defendant's counsel of the Class Members whom it has been unable to locate, to date. Within fourteen (14) days after receiving that list, Defendant will provide a Supplemental Class List for these individuals identified by the Settlement Administrator, providing it via a secure link the Social Security Numbers, dates of birth, and cell phone numbers for those individuals (to the extent Defendant possesses such information). The Settlement Administrator will then utilize that information to attempt to locate those remaining Class Members that it has been unable to locate.

(e) **Confidentiality.** Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement and Data Protection Agreement with Class Counsel and TGC's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, TGC, or TGC's Counsel, will be secure and used solely for the purpose of effecting this Settlement. The Data Protection Agreement will, at minimum, require the Settlement Administrator to: implement reasonable safeguards to secure the Settlement Class List and related data; require the Settlement Administrator to notify TGC within 48 hours of a data security incident involving TGC's data; and indemnify TGC for any costs associated with a data security incident involving the Settlement Administrator or its vendors, including but not limited to all costs associated with investigating the data security incident and the cost of providing notice to affected individuals.

(f) **Fraud Prevention.** The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

(g) **Settlement Website.** Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website will be available in both English and Spanish.

(h) Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt-out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked or emailed no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via US Mail or email, such Request for Exclusion must be in writing and must identify the case name “*Adnan Ansar v. The Gill Corporation.*”; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Adnan Ansar v. The Gill Corporation.*’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 150 timely and valid individual opt-outs (exclusions) submitted, TGC may, by notifying Class Counsel and the Court in writing, void this Agreement. If TGC terminates the Agreement under this section, TGC shall be obligated to pay the Administrative Expenses incurred by the Settlement Administrator to that date for work performed in connection with the Agreement.

(i) Objections. The Notice shall explain that the procedure for Class Members to object the Settlement is by submitting written objections to the Court no later than sixty (60) days after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes himself to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include

a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: Clerk, United States District Court, Central District of California, Western Division, 350 West First Street, Los Angeles, CA 90012, by emailing them to the Settlement Administrator in an email address published by the Settlement Administrator on the Settlement Website, or by filing them in person at the Courthouse. All objections must be filed, emailed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

## **6. SETTLEMENT ADMINISTRATION**

### **(a) Submission of Claims.**

(i) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(ii) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

### **(b) Settlement Administrator's Duties.**

(i) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(ii) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.

(iii) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and TGC's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and TGC's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(a) Receive Requests for Exclusion from Class Members and provide Class Counsel and TGC's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and TGC's Counsel;

(b) Provide weekly reports to Class Counsel and TGC's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or TGC's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(c) Make available for inspection by Class Counsel and TGC's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(d) Cooperate with any audit by Class Counsel or TGC's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

(iv) Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## **7. SERVICE AWARDS**

(a) Class Representative and Class Counsel may seek a Service Award to the Class Representative of up to \$5,000. Class Counsel may file a motion seeking a Service Award for the Class Representative on or before fourteen (14) days prior to the Objection Deadline.

(b) The Settlement Administrator shall pay the Service Award approved by the Court to the Class Representative from the Settlement Fund. Such Service Award shall be paid by the Settlement Administrator, in the amount approved by the Court, within ten (10) Business Days after the Effective Date.

(c) In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

(d) The Parties did not discuss or agree upon the amount of the maximum amount of Service Award for which Class Representative can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **8. ATTORNEYS' FEES, COSTS, AND EXPENSES**

(a) Class Counsel may file a motion seeking an award of attorneys' fees of up to one-third of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Cost shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within five (5) Business Days after the Effective Date.

(b) Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

(c) The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.

## **9. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

(a) The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

- i. TGC and Class Counsel execute this Agreement;
- ii. The Court enters the Preliminary Approval Order attached hereto as **Exhibit E**, without material change;
- iii. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- iv. The Court enters the Final Approval Order and Judgment attached hereto as **Exhibit B** and **Exhibit C**, respectively, without material change; and
- v. The Final Approval Order and Judgment have become "Final" because:
  - (i) the time for appeal, petition, rehearing or other review has expired;
  - or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no

other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

(b) In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, the Related Federal Actions are not stayed and dismissed as putative class actions, or the Final Approval Order and Judgment does not become Final (as described in Paragraph 4(f) of this Agreement), TGC may at its sole discretion terminate this Agreement on five (5) Business Days written notice from TGC's Counsel to Class Counsel. It shall not be an event triggering TGC's right to terminate this Agreement if one or more of the plaintiffs in the Related Federal Actions opts out of this Settlement and continues or brings an action against TGC on an individual basis.

(c) In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

(d) Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

(e) In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of, and herein) and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

(f) Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur (collectively, a "Termination Event"), Class Members, Plaintiff, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs. In the event of a Termination Event, then (a) this Settlement Agreement shall be null and void and of no force and effect; (b) the Settlement Fund and any and all interest earned thereon, less monies expended toward settlement administration, will be returned to Defendant within 10 days after the date the Settlement Agreement

becomes null and void; and (c) any release shall be of no force or effect. In such event, unless the Parties can negotiate a modified settlement agreement, the Action will revert to the status that existed before the Settlement Agreement's execution date; the Parties will each be returned to their respective procedural postures in the litigation, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion or terms will be admissible in evidence for any purpose in the Action (or in any other litigation).

#### **10. NO ADMISSION OF WRONGDOING OR LIABILITY**

(a) This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- i. shall not be offered or received against TGC as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by TGC with respect to the truth of any fact alleged by any Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of TGC;
- ii. shall not be offered or received against TGC as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by TGC;
- iii. shall not be offered or received against TGC as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against TGC, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- iv. shall not be construed against TGC as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- v. shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representative or any Class Member that any of their claims are without merit, or that any defenses asserted by TGC have any merit.

## 11. REPRESENTATIONS

(a) Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## 12. NOTICE

(a) All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

**STRAUSS BORRELLI PLLC**  
Andrew G. Gunem  
Cassandra P. Miller  
One Magnificent Mile  
980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
[agunem@straussborrelli.com](mailto:agunem@straussborrelli.com)  
[cmiller@straussborrelli.com](mailto:cmiller@straussborrelli.com)  
*Settlement Class Counsel*

(b) All notices to TGC or TGC's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Leo P. Norton  
Jonathan O. Harris  
**JACKSON LEWIS P.C.**  
200 Spectrum Center Drive,  
Suite 500  
Irvine, CA 92618  
[Leo.norton@jacksonlewis.com](mailto:Leo.norton@jacksonlewis.com)  
[Jonathan.Harris@jacksonlewis.com](mailto:Jonathan.Harris@jacksonlewis.com)

(c) All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

**Atticus Administration, LLC**  
P.O. Box: *To Be Determined*  
Address: *To Be Determined*  
Email: *To Be Determined*

(d) The notice recipients and addresses designated in this Section may be changed by written notice.

### 13. MISCELLANEOUS PROVISIONS

(a) Representation by Counsel. The Class Representative and TGC represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

(b) Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

(c) Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

(d) Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

(e) Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

(f) Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

(g) Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

(h) Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

(i) Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

(j) Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs

(k) Interpretation.

- i. Definitions apply to the singular and plural forms of each term defined.
- ii. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- iii. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

(l) No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

(m) Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair, reasonable, and adequate compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations with the assistance of an experienced mediator.

(n) Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

(o) Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

(p) Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

(q) Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

(r) Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

(s) No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

(t) 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. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

(u) Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

(signatures on following page(s))

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Adnan Ansar

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
The Gill Corporation

**STRAUSS BORRELLI PLLC**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Cassandra P. Miller  
*Proposed Settlement Class Counsel*

**JACKSON LEWIS P.C.**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Jonathan O. Harris  
Leo P. Norton

*Counsel for Defendant, The Gill Corporation*

**— EXHIBIT A —**

Your claim must be submitted online or postmarked by: **MONTH DAY, 2025**

**Adnan Ansar v. The Gill Corporation**  
Case No. 2:24-CV-08875  
United States District Court, Central District of California, Western  
Division  
**CLAIM FORM**

**OCR  
CLAIM**

**GENERAL INSTRUCTIONS**

**You are a member of the Settlement Class and eligible to submit a Claim Form if:**

IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED BY A CYBERSECURITY INCIDENT THAT THE GILL CORPORATION DISCLOSED AROUND SEPTEMBER 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS.

**The Settlement Benefits**

Payments will vary, however, Settlement Class Members may submit a claim for either: (1) Documented Loss Payments – up to a total of \$5,000 per claimant; or (2) a *pro rata* Settlement Payment in cash ('Cash Fund Payment'). In addition, all Settlement Class Members may elect to receive two years of three-bureau monitoring and insurance.

**Documented Loss Payment:** To receive reimbursement for out of pocket losses related to the Data Incident, you must include proof of your loss, such as receipts, bank statements, or correspondence showing the loss.

**Cash Fund Payment:** Settlement Class Members can make a claim to receive a *pro rata* Cash Fund Payment. The amount of each cash payment depends on the number of valid claims and the total paid for documented losses, but is currently estimated to exceed \$100 per claimant.

**Credit Monitoring Services.** In addition to making a claim for either a Documented Loss Payment or a Cash Fund Payment, all Settlement Class Members may elect to receive two (2) years of three-bureau credit monitoring and identity theft protection services with \$1 million in insurance, regardless of whether they also seek monetary relief.

This Claim Form may be submitted electronically *via* the Settlement Website at [www. .com](http://www. .com) or completed and mailed, including any supporting documentation, to: [\[admin insert\]](#), Attn: Claim Forms, [\[insert address\]](#). If you do not have Internet access or postage, you may call [\[toll-free #\]](#) to request a free paper claim form and pre-stamped return envelope.

If you prefer to read this notice in Spanish, visit [\[website URL /espanol\]](#) or call [\[toll-free #\]](#) to request a printed Spanish version. ***Para leer este aviso en español, visite [\[website URL /espanol\]](#) o llame al [\[toll-free #\]](#).***

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**QUESTIONS? VISIT [www. .com](http://www. .com) OR CALL TOLL-FREE 1-**

Your claim must be submitted online or postmarked by: **MONTH DAY, 2025**

**Adnan Ansar v. The Gill Corporation**  
Case No. 2:24-CV-08875  
United States District Court, Central District of California, Western Division

**OCR CLAIM**

**CLAIM FORM**

Email Address

Telephone Number

Notice ID, if known

**II. EXPENSE REIMBURSEMENT**

Check this box if you are requesting compensation for **Expense Reimbursement** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100
<b>TOTAL AMOUNT CLAIMED:</b>	

You must check this box to attest that the out-of-pocket expenses and charges you listed above actually occurred and arose from the Data Breach.

**\*Please select either Expense Reimbursement (II) or Cash Payment (III), not both.**

**III. CASH PAYMENT**

Check this box if you wish to receive a pro rata Cash Fund Payment (amount dependent on number of valid claims, subject to a \$3 minimum).

**\*Please select either Expense Reimbursement (II) or Alternative Cash Payment (III), not both**

**IV. CREDIT MONITORING SERVICES**

Check this box if you wish to enroll in two (2) years of three-bureau Credit Monitoring and Identity Theft Protection Services with \$1 million in insurance. This benefit is **in addition** to either the Expense Reimbursement (Section II) or Cash Payment (Section III) option selected above.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

**V. PAYMENT SELECTION**

**Your claim must be submitted online or postmarked by: MONTH DAY, 2025**

**Adnan Ansar v. The Gill Corporation**  
Case No. 2:24-CV-08875  
United States District Court, Central District of California, Western Division

**OCR CLAIM**

**CLAIM FORM**

Payment options apply only to Cash Fund Payments and Documented Loss reimbursements. Credit Monitoring will be provided via enrollment code. Please select **one** of the following payment options:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**VI. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**— EXHIBIT C —**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*United States District Court, Central District of California, Western Division*  
*Adnan Ansar v. The Gill Corporation*  
Case No. 2:24-CV-08875

**IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED BY A CYBERSECURITY INCIDENT THAT THE GILL CORPORATION INITIALLY DISCLOSED ON OR AROUND SEPTEMBER 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS**

*A state court authorized this Notice. You are not being sued.*

*This is not a solicitation from a lawyer.*

- A Settlement has been reached with The Gill Corporation, (“TGC” or “Defendant”) in a class action lawsuit about a cybersecurity incident that was disclosed on or around September 2024 (“Data Breach”).
- The lawsuit is captioned *Adnan Ansar v. The Gill Corporation*, Case No. 2:24-CV-08875 (the “Action”), pending in the United States District Court, Central District of California, Western Division. TGC denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States whose Personal Information was potentially compromised in the Data Breach experienced by TGC on or about June 23, 2024, and disclosed publicly in September 2024.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

***PARA LEER ESTE AVISO EN ESPAÑOL, VISITE [WEBSITE URL /ESPAÑOL] O LLAME AL [TOLL-FREE #].***

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at _____ or 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>	_____, 2025
<b>OPT OUT OF THE SETTLEMENT</b>	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.</p>	_____, 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	<p>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 benefits.</p>	_____, 2025
<b>DO NOTHING</b>	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

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

## WHAT THIS NOTICE CONTAINS

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A federal court authorized this Notice because 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 United States District Court, Central District of California, Western Division is overseeing this class action. The lawsuit is captioned *Adnan Ansar v. The Gill Corporation.*, Claim No. 2:24-CV-08875. The person that filed this lawsuit is called the “Plaintiff” and the company he sued is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that TGC initially disclosed on or around September 2024 (“Data Breach”).

### 3. What is a class action?

In a class action, one or more individuals represent other people with similar claims. These individuals are known as “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” The court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representative is Adnan Ansar.

## 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiff and his attorneys think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

The Settlement Class consists of all individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by TGC in June 2024, including all those individuals who received notice of the breach. If you received a Notice by mail or email, you have been identified as a member of the Settlement Class.

To identify and notify Settlement Class Members, the Settlement Administrator used contact information provided by TGC, including each individual's last known mailing address, email address, and telephone number. The Administrator also performed change-of-address checks and skip tracing to locate updated addresses before mailing notices. Email addresses will be used to provide notice to any Class Members whose mailed notices is returned as undeliverable after these efforts.

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

Yes. Excluded from the Settlement Class are (i) TGC and its related entities; (ii) any judges assigned to this case and their staff and family; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iv) the successors or assigns of any such excluded natural person.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

[email address]

*The Gill Corporation*, c/o Settlement Administrator, [SA Address]

You may also view the Settlement Agreement and Release ("Settlement Agreement") at [Website URL].

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Under the Settlement, TGC will create a Settlement Fund consisting of \$300,000.00 to pay valid and timely claims for Documented Loss Payments, *pro rata* Cash Fund Payments, and Credit Monitoring and Insurance Services (“CMIS”), as explained below.

### 8. How much will my payment be?

Payments will vary based on the type of benefit selected by each Settlement Class Member and the number of Settlement Class Members that participate in the Settlement.

**Benefits to Choose From:** Settlement Class Members may submit a claim form for **one** of these two options: (1) Documented Loss Payments – up to a total of \$5,000 per claimant; OR (2) a Cash Fund Payment that will depend on how many people submit claims (each person’s *pro rata* share of the remaining fund). In addition, Settlement Class Members may **also** request two years of three-bureau Credit Monitoring and Insurance Services (“CMIS”).

- **Documented Loss Payment:** To receive reimbursement for out of pocket losses related to the Data Incident, you must include with your claim form, proof showing that: (1) The loss is an actual, documented, and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss was more likely than not caused by the Data Breach; and (3) the loss occurred between June 23, 2024 and August 22, 2025.
- **Cash Fund Payment:** Settlement Class Members can make a claim to receive a *pro rata* Cash Fund Payment. The amount of each cash payment will depend on (1) the total number of valid claims submitted, and (2) the total amount paid to claimants who request reimbursement for documented losses. After deducting administrative costs, attorneys’ fees, and the service award, the Settlement Administrator will pay approved documented loss claims first, and then divide the remaining funds equally among all claimants who select the Cash Fund Payment option. Based on current estimates, if there are no claims for documented losses and approximately 10% of Class Members submit valid claims for a Cash Fund Payment, each claimant would receive about \$520. However, if more than 10% of Class Members submit claim forms or if valid documented loss claims are paid, the amount of each Cash Fund Payment will be reduced on a *pro rata* basis. Settlement Class Counsel estimates that each Settlement Class Member who submits a claim for a *pro rata* Cash Payment will likely receive in excess of \$100.
- **Credit Monitoring Services.** In addition to making a claim for a Documented Loss Payment or a Cash Fund Payment, Settlement Class Members also may make a claim to receive two (2)

years of three-bureau credit monitoring and identity theft protection services with \$1 million in insurance by choosing this benefit on this Claim Form.

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

Unless you exclude yourself from the Settlement, you give up your right, if any, to sue or continue to sue TGC about the claims covered by this Settlement. The specific claims you release are described in the “Release” section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement, available at [\[Website URL\]](#).

## HOW TO GET A PAYMENT - MAKING A CLAIM

## 10. How do I submit a claim and get a cash payment?

Claim Forms may be submitted online at [\[Website URL\]](#) or printed from the website and mailed to the Settlement Administrator at: *The Gill Corporation*, c/o Settlement Administrator, [XXX](#)

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-[XXX-XXX-XXXX](#), by email [\[Email Address\]](#), or by U.S. mail at the address below.

## 11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by [\[Deadline Date\]](#). If submitting a Claim Form online, you must do so by [\[Deadline Date\]](#).

## 12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on [\[Date\]](#), 2025 to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

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

Yes, the Court appointed the law firm of Strauss Borrelli PLLC to represent you and other members of the Settlement Class (“Settlement Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from TGC (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

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

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Settlement Class Counsel will ask the Court to approve payment of attorneys’ fees and reasonable litigation costs and expenses from the Settlement Fund, in an amount not to exceed \$100,000, plus any costs and expenses incurred.

Settlement Class Counsel will also ask the Court to approve a service award payment of up to \$5,000 for the Class Representative, in recognition of his time and effort in representing the Class.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you do not want to receive any benefits from the Settlement and want to keep your right, if any, to sue the Defendant separately about the issues in this case, you must exclude yourself from the Settlement Class (“opt out”). The deadline to request exclusion (or opt out) is **[Deadline Date]**.

You can opt out in one of two ways:

1. **Online:** Complete and submit the opt-out form at [website]; or
2. **By Mail:** You may print the opt-out form from the settlement website or request one by mail. Send your completed written request for exclusion to the Settlement Administrator at the address listed below. If you do not have internet access or postage, you may call [phone #] to request a pre-stamped envelope and opt-out form at no cost.

Your written request to opt out must include:

- The case name: *Adnan Ansar v. The Gill Corporation*;
- Your full name; current address, and telephone number;

- Your unique identifier (found on the Notice mailed or emailed to you);
- The name of any attorney representing you (if applicable);
- Your personal signature; and
- A clear statement such as “Request for Exclusion” or “I do not wish to participate in the Settlement.

Your completed request for exclusion must be submitted online at [website] or mailed to the Settlement Administrator at the address below, and must be submitted or postmarked no later than **[Deadline Date]**.

**The Gill Corporation**  
**ATTN: Exclusion Request**  
**XXX**  
**XXXXX**

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 a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you disagree with any part of it. You can explain to the Court why you think the Settlement should not be approved.

Your written objection must include: (a) the case name and number (*Adnan Ansar v. The Gill Corporation, Case No. 2:24-cv-08875-MEMF-PD*); (b) your full name, current mailing address, and telephone number; (c) a statement confirming you are a member of the Settlement Class, with proof, such as a copy of your Settlement Notice or Data Breach Notice; (d) the reasons you object to and whether your objection applies to part or all of the Settlement; identify the specific grounds for the objection; (e) whether you plan to appear at the Final Approval Hearing and/or if you will have an attorney represent you; (f) identify any attorneys representing you, if any; (g) a list of all other cases in which you have objected to a class settlement; and (h) our signature (or your attorney’s signature if you are represented).

If you do not submit a timely, written objection, you will give up your right to object or speak at the Final Approval Hearing and will be bound by the Settlement and all related Court orders.

Your objections must be mailed to the Settlement Administrator and Settlement Class Counsel and postmarked no later than **[Deadline Date]**.

**The Gill Corporation Data Breach Settlement Administrator**

ATTN: XXX  
XXX  
XXXXX

and

STRAUSS BORRELLI PLLC  
One Magnificent Mile  
980 N. Michigan Avenue, Ste. 1610  
Chicago, IL 60611

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

Objecting is telling the Court that you do not like something about the Settlement. You can only object to the Settlement if you do not exclude yourself from the Settlement (you cannot request to be excluded and object to 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

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

The Court is scheduled to hold a final approval hearing on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m. E.T., at the United States District Court, Central District of California, Western Division, at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012, in Courtroom 8B on the 8th Floor, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to the Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\\_\\_\\_\\_\\_](http://www._____.) for updates.

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

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

## IF I DO NOTHING

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

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, about the legal issues resolved by this Settlement. In addition, you will not receive any payments or benefits from this Settlement.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [\[Website URL\]](#).

If you prefer to read this notice in Spanish, visit [\[website URL /espanol\]](#) or call [\[toll-free #\]](#) to request a printed Spanish version. *Para leer este aviso en español, visite [\[website URL /espanol\]](#) o llame al [\[toll-free #\]](#).*

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [\[Email Address\]](#)

Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: TGC Data Breach Settlement Administrator, [\[ADDRESS\]](#)

Publicly filed documents can also be obtained by visiting the office of the United States District Court, Central District of California, Western Division or by reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT OR TGC**

**— EXHIBIT E —**

**If your personal information was potentially impacted by a cybersecurity incident that The Gill Corporation disclosed around September 2024, a proposed class action settlement may affect your rights.**

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [Website URL](#).

Para leer este aviso en español, visite [website URL /espanol] o llame al [toll-free #]

*A federal court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

The Gill Corporation

c/o Settlement Administrator

XX

XX

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

*Adnan Ansar v. The Gill Corporation., Case No. 2:24-CV-08875*

**Why am I receiving this notice?** You are receiving this Notice because the records of The Gill Corporation ("TGC") show that your personal information may have been impacted by a cybersecurity incident that TGC initially disclosed around September 2024. You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

**What are the Settlement Benefits?** You may choose **either** (1) reimbursement of documented losses up to \$5,000 or (2) a cash payment based on the number of claims submitted (currently estimated to exceed \$100 per claimant, depending on the number of claims received). In addition, You can elect to receive two years of three-bureau Credit Monitoring and Insurance Services. For full details about the Settlement benefits and documentation requirements, please visit [REDACTED].

**How do I Submit a Claim Form for Benefits?** You must submit a Claim Form, available at [REDACTED] to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by** [REDACTED]. Please contact the Settlement Administrator if you need a Claim Form mailed to you.

**What are my other options?** If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against TGC and other Released Parties as defined in the Settlement Agreement, but you will not receive any payments or benefits from the Settlement. You may **Opt-Out** or **Object** to the Settlement by [REDACTED]. To **Opt-Out** (or remove) yourself from the Settlement, you can (1) submit an online request at [website], or (2) mail a request to the Settlement Administrator. If you do not have Internet access or postage, you may call [toll-free #] to request a pre-stamped envelope and opt-out form at no cost. For more detailed information on how to Opt-Out or Object to the Settlement, please visit [REDACTED].

**Do I have a Lawyer in this Case?** Yes, the Court appointed Strauss Borrelli PLLC to represent all Settlement Class Members. For their work in this case, they will ask the Court to approve payment up to **\$100,000** in attorneys' fees plus reasonable costs, to be paid from the Settlement Fund. You will not be charged directly for these lawyers. You may hire your own lawyer at your own expense.

**The Court's Final Approval Hearing.** The Court is scheduled to hold a Final Approval Hearing on [REDACTED], to consider whether to approve the Settlement, service awards for the Class Representative of \$5,000.00, and the request for attorneys' fees and expenses. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

**This notice is only a summary.** For more information, visit [REDACTED] or call toll-free 1-XXX-XXX-XXXX.

**Para leer este aviso en español, visite [website URL /espanol] o llame al [toll-free #].**