

STATE OF MICHIGAN
KENT COUNTY CIRCUIT COURT

KARDEIA BARRINGTON, on behalf of
himself and all others similarly situated,

Plaintiff,

v

BENEFIT PROFILES, INC.,

Defendant.

No. 24-11543-NZ

Hon. Scott A. Noto (P67833)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Kardeia Barrington (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 23), and Benefit Profiles, Inc., LLC (“Defendant” or “Benefit Profiles”) (collectively the “Parties”), in the action *Barrington v. Benefit Profiles, Inc.*, Case No. 24-cv-11543-NZ filed on November 19, 2024, with the Seventeenth Judicial Circuit in Kent County, Michigan (the “Action”).

RECITALS

WHEREAS, on November 19, 2024, Plaintiff filed a Class Action Complaint against Defendant related to a cybersecurity incident involving unauthorized access to an employee email account which occurred between April 3, 2024 and April 11, 2024 (the “Data Security Incident”);

WHEREAS, Plaintiff alleges that as a result of the Data Security Incident, cybercriminals gained access to certain types of private information about Defendant’s clients and employees including but not limited to names and Social Security numbers;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability or wrongdoing to Plaintiff in any way;

WHEREAS, following prolonged and extensive arm's-length negotiations, the Parties reached an agreement of the essential terms of a settlement; and

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

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

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

1. "Approved Claim" means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. "Defendant's Counsel" means Michelle R. Gomez of Baker & Hostetler LLP.
3. "Claim Form" means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, or

an Alternative Cash Payment under the terms of the Settlement, which is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

4. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Commencement Deadline.

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

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.

7. “Court” means the Seventeenth Judicial Circuit in Kent County, Michigan.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 40, which include two (2) years of three-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

9. “Data Security Incident” means the cybersecurity incident affecting Defendant which occurred on or about April 3, 2024.

10. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on

certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

11. "Extraordinary Losses" means documented monetary losses that meet the following conditions: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss was incurred after the date of the Data Security Incident; (iv) the loss is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

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

13. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Michigan Rules of Civil Procedure and is consistent with all material provisions of this Agreement. Class Counsel shall move the Court for a Final Approval Order of this Settlement fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Class

Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program and the Claims process.

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

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

16. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members in the manner set forth in this Settlement Agreement, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”), along with the settlement website and toll-free help telephone line, and is consistent with the requirements of Due Process.

17. “Notice Commencement Deadline” means the first day by which Notice is issued to the Settlement Class Members and will occur no later than forty-five (45) days after entry of the Preliminary Approval Order.

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

Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

19. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Commencement Deadline.

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

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

22. “Ordinary Losses” means documented ordinary losses incurred between April 3, 2024, and the Claims Deadline and include, by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including accountant fees or fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Security Incident, through the date of the claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 53.

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

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

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

27. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, including any related entity whose data may

have been impacted in the Data Security Incident, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, current and former employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

28. "Releasing Parties" and a "Releasing Party" means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

29. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 53.

30. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of her role in this Action as set forth in Paragraph 66.

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

32. "Settlement Administrator" means Simpluris, subject to Court approval.

33. "Settlement Class" means all individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident. Defendant represents that the Settlement Class includes approximately 20,530 individuals.

34. “Settlement Class Counsel” means Cassandra Miller of Strauss Borrelli PLLC.

35. “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members Defendant used to inform individuals of the Data Security Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within thirty (30) days of entry of the Preliminary Approval Order.

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

37. “Settlement Class Representative” means Kardeia Barrington.

38. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 44.

39. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 51.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

40. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in two (2) years of three-bureau Credit Monitoring Services.

41. **Cash Benefits.** Defendant will pay Approved Claims for Documented Extraordinary Losses, Documented Ordinary Losses, and Alternative Cash Payments as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from the benefits described in subsections (a) through (b) (Documented Extraordinary Losses and Ordinary Losses) or the benefit described in subsection (c) (Alternative Cash Payment).

- a. **Documented Extraordinary Losses (Losses for Identity Theft or Fraud)** of up to a total of \$2,500.00 per person with supporting third-party documentation provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss was incurred after the date of the Data Security Incident; (iv) the loss is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- b. **Documented Ordinary Losses (Out-of-Pocket Expenses)** of up to \$500.00 per person with supporting third-party documentation for each item of expenditure claimed. Ordinary losses would include, by way of example, unreimbursed losses related to fraud or identity theft; professional fees including accountant fees or fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the mailing of the notice of Data Security Incident through the date of the claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; or
- c. **An Alternative Cash Payment** of \$50.00 (in the alternative to claims for Ordinary Losses and Extraordinary Losses). In lieu of a claim for Ordinary Loss and/or Extraordinary Losses, all Settlement Class Members shall have the ability to claim an Alternative Cash Payment in the amount of Fifty Dollars and Zero Cents (\$50.00). In order to receive an Alternative Cash Payment, the Claim Form must clearly indicate

that the Settlement Class Member is electing that benefit in lieu of any other financial benefits made available under the Settlement.

42. **Business Practice Commitments.** Upon request, Defendant will provide confirmatory discovery to Class Counsel and, if requested, to the Court for *in camera* review, describing its information security improvements since the Data Security Incident and, if quantifiable, an estimate of the cost of those improvements.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

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

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

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

- c. In determining whether claimed Extraordinary and Ordinary Losses are more likely than not caused by the Data Security Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after April 3, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member involved the types of information for that individual that may have been affected in the Data Security Incident; (iii) the explanation by the Settlement Class Member as to why the alleged loss was caused by the Data Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, or an Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

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

45. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, and Alternative Cash Payments, and also provide funding instructions for payment and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, and Alternative Cash Payments in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Extraordinary Losses, Ordinary Losses, and Alternative Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45 (a).
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

46. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date. Any Participating Settlement Class Member who does not cash their Settlement check within the aforementioned time period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement check and, good cause providing, the Settlement Administrator will issue a new check. Participating Settlement Class Members are entitled to only one petition on this basis, and any Settlement check reissued for such reasonable circumstances will expire within thirty (30) days of reissuance (based on the date of the check). Participating Settlement Class Members who do not timely cash their Settlement checks and who fail to petition for a reissuance of the uncashed Settlement check will be considered as having waived any right to a cash payment under the Settlement Agreement.

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

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

IV. SETTLEMENT CLASS NOTICE

49. **Timing of Notice.** Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

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

51. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement

Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 40-41, as invoiced. The Settlement Administrator shall provide instructions for payment via paper check and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant no earlier than ten (10) days of the entry of the Preliminary Approval Order.

V. OPT-OUTS AND OBJECTIONS

53. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Commencement Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current mailing address, telephone number, and email address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for

Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

54. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include: (i) the case name and number of the proceedings; (ii) the Settlement Class Member's full name, telephone number, email address, and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the name, address, and telephone number of any attorney(s) representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney(s)) intends to appear at the Final Approval Hearing; (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (vii) a list, by 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 within the last three (3) years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file

a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

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

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

- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

56. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are: (i) Defendant, its insurers, agents, affiliates, parents, subsidiaries, officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court; (2) the Effective Date not occur; or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

57. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary

approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

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

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

VIII. MODIFICATION AND TERMINATION

60. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided,

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

61. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Settlement Class Counsel if more than 100 Settlement Class Members submit valid Requests for Exclusion.

62. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

XI. RELEASES

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

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

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but

that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

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

XII. SERVICE AWARD PAYMENT

66. **Service Award Payment.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a Service Award Payment for the Settlement Class Representative in recognition for her contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00). To the extent more than \$3,000.00 is sought for a Service Award Payment to the Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Defendant shall pay the Court-approved Service Award Payment to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will then distribute the Service Award Payment. Defendant's obligations with respect to the Court-approved Service Award Payment shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel.

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

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

XIII. ATTORNEYS' FEES, COSTS, EXPENSES

68. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, as well as the Service Award Payment, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees, costs and expenses not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). If Settlement Class Counsel seeks more than \$225,000.00 in attorneys' fees, costs and expenses, Defendant reserves all rights to object and oppose such requests. Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel

will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved attorneys' fees and Litigation Costs and Expenses shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or Litigation Costs and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

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

XIV. NO ADMISSION OF LIABILITY

70. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this

Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

XV. MISCELLANEOUS

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

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

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

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

76. **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.

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

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

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

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

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

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

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

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

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

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Telephone: (872) 263-1100
E-mail: cmiller@straussborrelli.com

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

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

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

86. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party

on whose behalf he, she or they signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW- REMAINDER PAGE LEFT BLANK]

SIGNATURES

Kardeia Barrington

By: 

Date: 08 / 05 / 2025

Benefit Profiles, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: 

Date: 8/5/2025

Counsel for Defendant

By: _____

Date: _____

SIGNATURES

Kardeia Barrington

By: _____

Date: _____

Benefit Profiles, Inc.

By: Dean L. Loh

Date: 8/5/2025

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: Jh. Gomez

Date: 8/6/2025

EXHIBIT A

Benefit Profiles, Inc. Data Security Incident
Settlement c/o Settlement Administrator
P.O. Box
Santa Ana, CA 92799-9958

Barrington v. Benefit Profiles, Inc.

Case No. 24-11543-NZ
Seventeenth Judicial Circuit in Kent County,
Michigan

**IF YOU WERE IMPACTED BY THE
BENEFIT PROFILES, INC. DATA SECURITY
INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

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

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

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

Why am I receiving this notice?

A Settlement has been reached with Benefit Profiles, Inc. ("Benefit Profiles") in a class action lawsuit. The case is about the cybersecurity incident affecting Benefit Profiles which occurred on or around April 2024 (the "Data Security Incident"). Files containing personal information were potentially accessed. Benefit Profiles denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of a trial. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement?

The Court has defined the class as: "All living individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident."

The Court has appointed experienced attorneys to represent the Class.

What are the Settlement benefits?

Class Members may enroll in two years of **Credit Monitoring Services** and select from one of two **cash payment options**.

Option 1:

- Documented Ordinary Losses (Out-of-Pocket Expenses) (up to **\$500.00**); and/or
- Documented Extraordinary Losses (Losses for Identity Theft or Fraud) (up to **\$2,500.00**);

-OR-

- **Option 2: \$50.00 Alternative Cash Payment**

How do I receive a benefit?

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

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

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Benefit Profiles or any of the Released Parties as defined in the Settlement Agreement for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a Final Approval Hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$225,000.00, and \$3,000.00 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to. The Final Approval hearing may also be held remotely.

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



EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barrington v. Benefit Profiles, Inc.

Case No. 24-11543-NZ

Seventeenth Judicial Circuit in Kent County, Michigan

**IF YOU WERE IMPACTED BY THE
BENEFIT PROFILES, INC. DATA SECURITY INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Benefit Profiles, Inc. (“Benefit Profiles” or “Defendant”) in a class action lawsuit. This case is about the cybersecurity incident affecting Defendant which occurred on or around April 2024 (the “Data Security Incident”). Certain files that contained personal information were potentially accessed. These files may have contained personal information such as Social Security numbers and health insurance information.
- The lawsuit is called *Barrington v. Benefit Profiles Inc.*, Case No. 24-11543-NZ. It is pending in the Seventeenth Judicial Circuit in Kent County, Michigan (the “Action”).
- Benefit Profiles denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Barrington v. Benefit Profiles Inc.*, Case No. 24-11543-NZ. It is pending in the Seventeenth Judicial Circuit in Kent County, Michigan. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Benefit Profiles, Inc. is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the Data Security Incident, certain files that contained private information were potentially accessed. These files may have contained personal information such as Social Security numbers and health insurance information. Defendant firmly denies that it did anything wrong, and has agreed to the settlement to avoid the expense, burden, and uncertainties associated with continuing the litigation. The Court has not decided who is right.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Kardeia Barrington, and everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All living individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident.”

6. Are there exceptions to being included?

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

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

Benefit Profiles has agreed to pay for a number of different benefits. All Settlement Class Members can enroll in **two years** of **3-Bureau Credit Monitoring Services**. In addition to Credit Monitoring Services, Class Members may choose between **two cash payment options**:

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

- Documented Ordinary Losses (Out-of-Pocket Expenses)
- Documented Extraordinary Losses (Losses for Identity or Fraud)

OR

OPTION 2: Alternative Cash Payment.

- Receive a one-time \$50.00 cash payment in lieu of any other financial benefits.

More information about each of these benefits is below. Full details are in Paragraphs 40 and 41 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of 3-Bureau Credit Monitoring Services. This benefit includes \$1 million of identity theft protection insurance.

CASH PAYMENT OPTION 1

Documented Ordinary Losses (Out-of-Pocket Expenses). If you incurred actual, documented out-of-pocket expenses due to the Security Incident, you can get back up to **\$500.00**. The losses must have occurred between April 3, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Documented Extraordinary Losses (Losses for Identity Theft or Fraud). If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

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

The losses must have occurred between April 3, 2024, and [\[Claims Deadline\]](#).

You need to send proof, like bank statements, to show how much you spent or lost or did not get reimbursed. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

CASH PAYMENT OPTION 2

Alternative Cash Payment. Instead of the benefits in Option 1, you may claim a one-time **\$50.00** cash payment.

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

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

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

If you stay in the class, you won't be able to be part of any other lawsuit against Benefit Profiles about the issues that this Settlement covers. The "Release" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

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

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

Benefit Profiles, Inc. Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys Cassandra Miller of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve a payment of \$225,000.00 in attorney's fees, costs, and expenses, which if approved will be paid by Benefit Profiles.

Class Counsel will also ask for a Service Award Payment of \$3,000.00 for the Class Representative. If approved the Service Award Payment will also be paid by Benefit Profiles.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Action: *Barrington v. Benefit Profiles Inc.*, Case No. 24-11543-NZ, pending in the Kent County Circuit Court in Michigan;
- (2) your full name, current mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Benefit Profiles, Inc. Data Security Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Action: *Barrington v. Benefit Profiles Inc.*, Case No. 24-11543-NZ, pending in the Seventeenth Judicial Circuit in Kent County, Michigan;
- (2) your full name, current mailing address, telephone number, and email address;
- (3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) the name, address, and telephone number of any attorney(s) representing the objector;
- (5) a statement regarding whether the Settlement Class Member (or his/her attorney(s)) intends to appear at the Final Approval Hearing;
- (6) the signature of the Settlement Class Member or the Settlement Class Member's attorney;
- (7) a list, by 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 within the last three (3) years.

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

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

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

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** in Room **[Court Room]** of the Seventeenth Judicial Circuit in Kent County, Michigan, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement. The Final Approval Hearing may also be held remotely and, if so, instructions will be posted on the Settlement Website.

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

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

EXHIBIT C

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

Barrington v. Benefit Profiles Inc.
Case No. 24-11543-NZ.
Seventeenth Judicial Circuit in Kent County, Michigan

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class as: “All living individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident.”

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

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

AVAILABLE BENEFITS

Benefit Profiles has agreed to pay for a number of different benefits. All Class Members can enroll in two years of 3-Bureau **Credit Monitoring Services**. In addition to Credit Monitoring Services, Class Members may choose between **two cash payment options**:

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

- Documented Ordinary Losses (Out-of-Pocket Expenses)
- Documented Extraordinary Losses (Losses for Identity Theft or Fraud)

OR

OPTION 2: Alternative Cash Payment.

- Receive a one-time \$50.00 cash payment in lieu of any other financial benefits.

More information about each of these benefits is below. Full details are in Paragraphs 40 and 41 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of 3-Bureau Credit Monitoring Services. This benefit includes \$1 million of identity theft protection insurance.

CASH PAYMENT OPTION 1

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Barrington v. Benefit Profiles Inc.

Case No. 24-11543-NZ.

Seventeenth Judicial Circuit in Kent County, Michigan

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Documented Ordinary Losses (Out-of-Pocket Expenses). If you incurred actual, documented out-of-pocket expenses due to the Security Incident, you can get back up to **\$500.00**. The losses must have occurred between April 3, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Documented Extraordinary Losses (Losses for Identity Theft or Fraud). If you lost money because of identity theft or fraud, you can get back up to **\$2,500.00**.

You will need to show that:

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

The losses must have occurred between April 3, 2024, and [Claims Deadline].

You need to send proof, like bank statements, to show how much you spent or lost or did not get reimbursed. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

CASH PAYMENT OPTION 2

Alternative Cash Payment. Instead of the benefits in Option 1, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

Barrington v. Benefit Profiles Inc.
Case No. 24-11543-NZ.
Seventeenth Judicial Circuit in Kent County, Michigan
DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

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

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[SettlementWebsite].com**

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

Benefit Profiles, Inc. Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

You must submit online, mail, or email your Claim Form by **[Claims Deadline]**.

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

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

Barrington v. Benefit Profiles Inc.
Case No. 24-11543-NZ.
Seventeenth Judicial Circuit in Kent County, Michigan
DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING SERVICES

- ☐ Check this box if you would like to enroll in two years of Credit Monitoring Services from three credit bureaus. This benefit includes \$1 million of identity theft protection insurance.

III. ORDINARY LOSSES (OUT-OF-POCKET EXPENSES)

- ☐ Check this box if you would like to claim reimbursement for documented Ordinary Losses. You can get back up to \$500.00.

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

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$10</i>
TOTAL ORDINARY LOSSES:	

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

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

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

Barrington v. Benefit Profiles Inc.
Case No. 24-11543-NZ.
Seventeenth Judicial Circuit in Kent County, Michigan
DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

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

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

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

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

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

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

VI. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$50.00 cash payment in lieu of any other financial benefits.

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

VII. PAYMENT SELECTION

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

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

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

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

Barrington v. Benefit Profiles Inc.
Case No. 24-11543-NZ.
Seventeenth Judicial Circuit in Kent County, Michigan
DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

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

VIII. ATTESTATION & SIGNATURE

I swear and affirm on 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 Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT D

STATE OF MICHIGAN
KENT COUNTY CIRCUIT COURT

KARDEIA BARRINGTON, on behalf of
himself and all others similarly situated,

Plaintiff,

v

BENEFIT PROFILES, INC.,

Defendant.

No. 24-11543-NZ

Hon. Scott A. Noto (P67833)

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Kardeia Barrington ("Plaintiff" or "Class Representative") and Defendant Benefit Profiles, Inc. ("Benefit Profiles" or "Defendant") (together "the Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Michigan Court Rule 3.501—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Michigan Court Rule 3.501, and for the purposes of settlement only, the following Settlement Class consisting of: “all living individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident.” Excluded from the Settlement Class are (i) Defendant, its insurers, agents, affiliates, parents, subsidiaries, officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

5. For settlement purposes only, Plaintiff Kardeia Barrington is hereby appointed as the Settlement Class Representative.

6. For settlement purposes only, Cassandra Miller of Strauss Borrelli PLLC are hereby appointed as Settlement Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action

resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notices of Settlement, attached to the Settlement Agreement, and finds that they meet the requirements of Michigan Court Rule 3.501 (C) and satisfies Due Process requirements under the U.S. and Michigan Constitutions.

9. The Court finds that the notice process set forth in the Settlement Agreement meets the requirements of Michigan Court Rule 3.501 (C) and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current or former Benefit Profiles employees and customers and may be readily ascertained from Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members except for those who validly and timely exercise their right to opt-out. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices of Settlement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. **Simpluris** or such other entity that the Parties mutually agreed upon, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement. The Parties, by agreement, may seek an extension of the Notice Date if they believe additional time is needed to obtain Class List data, and Notice shall

not thereafter issue until the Court enters an amended preliminary approval order with settlement deadlines amended to account for such amended Notice Date.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement Agreement. Participating Settlement Class Members shall receive the relief to which they are entitled following the final approval of the Settlement.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any Settlement Class Member may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered, such written exclusion request must conform to the requirements as set forth in paragraph 53 of the Settlement Agreement.

15. Any Settlement Class Member who elects to be excluded shall not: (i) be bound by the releases or covenants in the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

16. Settlement Class Counsel may file a motion seeking attorneys' fees, costs, and service award payment as set forth in the Settlement Agreement no later than fourteen (14) days prior to the Objection and Opt-Out Deadline.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement—including the amount of the attorneys' fees and costs that Settlement Class Counsel intends to seek and the payment of the Service Award to the Settlement Class Representative—may object to the Settlement by expressly stating their objection in writing. To be considered, such objection must conform to the requirements as set forth in paragraph 54 of the Settlement Agreement.

18. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Settlement Class Counsel's Fee Petition and/or the request for the Service Award to the Settlement Class Representative are required to indicate in their written objection whether, if they intend to appear at the Final Approval Hearing, they will do so on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection, such Settlement Class Member must also include in their written objection any documents supporting the objection.

19. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Order and in the Settlement Agreement are fully and timely satisfied by including: (i) the case name and number

of the proceedings; (ii) the Settlement Class Member's full name, telephone number, email address, and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the name, address, and telephone number of any attorney(s) representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney(s)) intends to appear at the Final Approval Hearing; (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (vii) a list, by 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 within the last three (3) years. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein and in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

20. All papers in support of the Final Approval of the proposed settlement shall be filed no later than fourteen (14) days before the Final Approval Hearing.

21. A Final Approval Hearing shall be held in person and/or via video before the Court on **DATE at TIME a.m., CT** for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under Michigan Court Rule 3.501 have been met;
- b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from

further pursuing Released Claims that have been released in the Settlement Agreement;

- d) to determine whether the Notice employed meets the requirements of Michigan Court Rule 3.501 (C) and constitutes the best notice practicable under the circumstances;
- e) to consider the Settlement Class Counsel Fee Petition;
- f) to consider the application for the Service Award to the Settlement Class Representative;
- g) to consider the distribution of the Settlement benefits pursuant to the Settlement Agreement; and
- h) to rule upon such other matters as the Court may deem appropriate.

22. The Final Approval Hearing may be postponed, adjourned, transferred, continued, or changed location by order of the Court without further notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members and approves the Settlement Agreement and enter a Final Judgment.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

24. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Final Judgment, including the releases contained therein.

25. All discovery and other proceedings in the Action as between Plaintiff and Defendant is stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

26. For clarity, the key deadlines set forth above and in the Settlement Agreement are as follows:

Action	Deadline
Defendant Provides Settlement Class List to Claims Administrator	Within thirty (30) days of entry of the Preliminary Approval Order
Deadline For Claims Administrator to Issue Notice to Settlement Class Members ("Notice deadline")	No later than forty-five (45) days after entry of the Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service	No later than fourteen (14) days before the Opt-Out and Objection Deadline

Award to Be Filed by Settlement Class Counsel	
Objection/Opt-Out Deadline	Sixty (60) days after the Notice Deadline
Claims Administrator Provides Parties With List of Timely, Valid Opt-Outs	Within seven (7) days after the Opt-Out Deadline
Claims Administrator Provides Parties With List of Timely, Valid Objections	Within seven (7) days after the Objection Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline
Motion for Final Approval to Be Filed By Settlement Class Counsel	No later than fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order IN PERSON/VIA VIDEO before the Court on DATE at TIME a.m. CT

IT IS SO ORDERED.

Dated

Hon. Scott A. Noto

EXHIBIT E

STATE OF MICHIGAN
KENT COUNTY CIRCUIT COURT

KARDEIA BARRINGTON, on behalf of
himself and all others similarly situated,

Plaintiff,

v

BENEFIT PROFILES, INC.,

Defendant.

No. 24-11543-NZ

Hon. Scott A. Noto (P67833)

[PROPOSED] FINAL APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Final Approval of Class Action Settlement and Plaintiff's Motion for Attorneys' Fees, Litigation Costs, Settlement Administration Costs, and Service Award (the "Motions"), the Court having reviewed and considered the Motions and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, following a hearing on [DATE], IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action, Plaintiff, the Settlement Class Members, and Defendant.
3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.
4. Plaintiff Kardeia Barrington is confirmed as the Settlement Class Representative.

5. Cassandra Miller of Strauss Borrelli PLLC are confirmed as Settlement Class Counsel.

6. The Court grants certification for settlement purposes of the following class:

All living individuals residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by Defendant in April 2024, including all those who were mailed written notice of the Data Security Incident.

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

8. The Settlement Class meets all requirements for certification under Michigan Court Rule 3.501 for settlement purposes for the reasons explained in Plaintiff's Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following Michigan Court Rule 3.501 requirements: (1) numerosity is satisfied because the Settlement Class includes over 22,520 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant employed appropriate measures to protect the Settlement Class Members' Personal Information from disclosure prior to, and during the Data Security Incident that began on or around April 2024; (3) typicality is satisfied because the claims of Plaintiff and the Settlement Class arise out of the Data Security Incident; and (4) adequacy is satisfied because the Settlement Class Representative has an interest in the litigation and has no conflict with Settlement Class Members and because

Settlement Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

9. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representative's and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the settlement was strong, with [INSERT] objections and [INSERT] request for exclusion. The settlement was reached on behalf of the Settlement Class by competent class action counsel following several weeks of arms-length negotiations between the Parties. The Parties reached a settlement only after Defendant provided Plaintiff with informal discovery. The parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

10. As of the Opt-Out deadline, [INSERT] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in Exhibit [] to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order.

11. [INSERT] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

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

13. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

14. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for: (a) Settlement Class Members to be able to submit claims that will be evaluated by the Claims Administrator; (b) Defendant to pay all costs of Settlement Administration, including the cost of the Claims Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks; (c) Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment to the Class Representative.

15. The Court-approved Notices of Settlement were distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement Agreement and Preliminary Approval Order. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court. The Settlement

Administrator established a settlement website for Settlement Class Members that provided access to the Notice and other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Michigan Constitutions and the requirements of Michigan Court Rule 3.501 and constituted the best notice practicable under the circumstances.

16. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

17. As set forth in paragraphs 26-28 and Section XI of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf, and excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class (defined in the Settlement Agreement as “Releasing Parties”) are deemed to have irrevocably released Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, including any related entity whose data may have been impacted

in the Data Security Incident, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, current and former employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns (defined in the Settlement Agreement as "Released Parties") from liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (defined in the Settlement Agreement as "Released Claims").

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

19. Pursuant to the terms of the Settlement Agreement, upon entry of the Final Approval Order and Final Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

20. The Court directs the Defendant to transfer payment to the Settlement Administrator, **Simpluris**, to be used to pay the costs of administration on the terms set forth in the Settlement Agreement.

21. The Settlement Administrator shall issue payments to all Participating Settlement Class Members as described in the Settlement Agreement. The Settlement Administrator shall treat as timely all valid claims either (i) submitted by [DATE] or, (ii) submitted after [DATE] but identified to this Court by Settlement Class Counsel at or before the Final Approval Hearing as submitted late due to excusable neglect on the part of the claimant.

22. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees, expenses, and costs in the amount of \$225,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

23. The Court awards the Settlement Class Representative, Kardeia Barrington, \$3,000 as a Service Award, which is payable as described in the Settlement Agreement.

24. Funds not claimed by Settlement Class Members and/or checks not cashed by Settlement Class Participants shall be distributed according to the Settlement Agreement.

25. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

26. Neither this Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

27. The Clerk of Court is directed to enter and docket this Order, and enter Final Judgement in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:

Hon. Scott A. Noto

Date