

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ROBERT BENNET, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

48FORTY SOLUTIONS, LLC, a Delaware
corporation;

Defendant

Case No. CVRI2202233

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 3, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Robert Bennet (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through his counsel at SROURIAN LAW FIRM, P.C. (“Proposed Class Counsel” or “Class Counsel”); and (ii) 48forty Solutions, LLC (“48forty” and, together with Representative Plaintiff, the “Parties”), by and through its counsel of record, Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

This matter concerns a putative class action [*Bennet v. 48forty, Solutions, LLC*, Superior Court of the State of California for the County of Riverside Case No. CVRI2202233 (the “Action”

or “Litigation”)] arising out of an alleged Data Breach (as defined below) suffered by 48forty in or about December 31, 2021. The cyber criminals responsible for the Data Breach uploaded a virus onto 48forty’s systems and potentially accessed certain data including personal identifiable information (“PII”) of certain 48forty employees and former employees. Representative Plaintiff alleges that, as a result of the Data Breach, unauthorized users accessed Representative Plaintiff’s and 48forty’s current and former employees’ PII including names and Social Security numbers.

48forty notified approximately 13,404 individuals of the Data Breach in May 2022, and offering these individuals free credit and identity monitoring services as a result. Representative Plaintiff received his notice letter on or about May 13, 2022.

Representative Plaintiff, a former 48forty employee, filed the Action in California Superior Court, County of Riverside, on June 1, 2022. Representative Plaintiff thereafter filed the operative Second Amended Complaint (“SAC”) on November 29, 2022. Over the course of several months, the Parties engaged in settlement negotiations and a full-day mediation session with Bruce A. Friedman, Esq. As a result of those efforts, the Parties reached a settlement, which is memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against 48forty and the Released Persons (as defined below) relating to the Data Breach, by and on behalf of Representative Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other persons and putative classes against 48forty and the Released Persons relating to the Data Breach, including but not limited to in the Litigation.

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the SAC, have merit. Representative Plaintiff and Proposed Class Counsel recognize and

acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against 48forty through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiff and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

48forty denies each and all of the claims and contentions alleged against it in the Litigation. 48forty denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, 48forty has concluded that continuing with the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. 48forty also has taken into account the uncertainty and risks inherent in any litigation. 48forty has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and 48forty and its counsel that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class

Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “California Settlement Subclass” means all individuals residing in California who were notified that their PII was potentially compromised in the December 31, 2021 Data Breach. The California Settlement Subclass specifically excludes: (i) 48forty and 48forty’s parents, subsidiaries, affiliates, officers and directors, and any entity in which 48forty has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Litigation; (v) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.4 “California Settlement Subclass Member(s)” means a Person(s) who falls within the definition of the California Settlement Subclass.

1.5 “Claims Administration” means the processing and payment of claims received from Settlement Class Members and California Settlement Subclass Members by the Claims Administrator.

1.6 “Claims Administrator” means RG/2 Claims Administration.

1.7 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.8 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.9 “Class Period” means the time period for which the releases in Section 6 of the Settlement Agreement are effective. The Class Period shall be the period between December 31, 2021 through the Opt-Out Date.

1.10 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.11 “Court” means the Superior Court of the State of California for the County of Riverside.

1.12 “Data Breach” means the cyberattack suffered by 48forty in or about December 31, 2021, in which an unauthorized user uploaded a virus onto 48forty’s systems and potentially accessed certain data including PII of certain 48forty employees and former employees.

1.13 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.14 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.15 and ¶ 9.1 herein have occurred and been met.

1.15 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.16 “Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit H**, or a judgment substantially similar to such form.

1.17 “Notice” means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.18 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.19 “Objection Date” means the date by which Settlement Class Members and California Settlement Sub Class Members submit their objection to the Settlement to the Claims Administrator for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.20 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class and California Settlement Subclass. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit G**.

1.23 “Plaintiff’s Counsel” and “Proposed Class Counsel” means Daniel Srourian, Esq. of SROURIAN LAW FIRM, P.C.

1.24 “Related Entities” means 48forty’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of 48forty’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is 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 Breach or who pleads *nolo contendere* to any such charge.

1.25 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below, including any violation of the California Customer Records Act, Cal. Civ. Code § 1798.80, *et seq.*, California Consumer Privacy Act, § 1798.100, *et seq.*, California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*, and all similar statutes in effect in any states in the United States; similar state consumer-protection statutes; any violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the

Data Breach or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the operative Complaint in this Litigation. Released Claims shall include Unknown Claims as defined in ¶ 1.32. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.26 “Released Persons” means 48forty and each of its directors, officers, employees, and insurers and re-insurers.

1.27 “Representative Plaintiff” means Robert Bennet.

1.28 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.29 “Settlement Class” means all individuals who were notified that their PII was potentially compromised in the December 31, 2021 Data Breach. The Settlement Class specifically excludes: (i) 48forty and 48forty’s parents, subsidiaries, affiliates, officers and directors, and any entity in which 48forty has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Litigation; (v) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.30 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.31 “Settling Parties” means, collectively, 48forty and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.32 “Unknown Claims” means any of the Released Claims that any Settlement Class Member or California Settlement Subclass Member, including the Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members and California Settlement Subclass Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Representative Plaintiff, and California Settlement Subclass Members, any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other

Settlement Class Member and California Settlement Subclass Members shall be deemed to have, and by operation of the Judgment and funding of the settlement, as set forth in Paragraph 8.2, shall have, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.33 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.34 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Expense and Lost-Time Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Breach, not to exceed \$275 per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a result of the Data Breach; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; (ix) unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data

Breach; and (x) compensation for attested-to unreimbursed lost time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the Data Breach, at the rate of \$15.50 per hour for up to three hours. The total of all amounts recovered under this ¶ 2.1 shall not exceed \$275 per Settlement Class Member.

2.2 Other Extraordinary Expense Reimbursement. 48forty shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed \$2,500 per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Breach if: (a) it is an actual, documented, and unreimbursed fraudulent charge or out-of-pocket loss; (b) it was caused by the Data Breach; (c) it occurred during the time period from December 31, 2021, through and including the end of the Claims Deadline (see ¶ 2.4); (d) it is not an amount already covered by one or more of the categories in ¶ 2.1; and (e) the claimant 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 as required under ¶ 2.4.4. The total of all amounts recovered under this paragraph shall not exceed \$2,500 per Settlement Class Member.

2.3 California Statutory Claim Benefits. In addition to the above benefits, California Settlement Subclass Members are eligible for a separate, California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be \$50. To redeem this \$50 benefit, California Settlement Subclass Members must submit a Claim Form (**Exhibit A** to this Settlement Agreement) and attest that they were a California resident at the time of the Data Breach about which they were notified by 48forty.

2.4 Aggregate Cap and Claims Process. Reimbursement for all Claims under Sections 2.1 to 2.3 of the Settlement Agreement are subject to an aggregate cap of two hundred and fifty

thousand dollars and no cents (\$250,000.00). Settlement Class Members seeking reimbursement under ¶¶ 2.1 or 2.2, and California Settlement Subclass Members seeking reimbursement under ¶2.3, must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the 90th day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”). The Notice will specify this deadline and other relevant dates described herein. In the event the total value of all valid Claims exceeds the aggregate cap of \$250,000.00, payment of such Claims will be reduced on a pro rata basis.

2.4.1 As proof of class membership, any Person filing a claim must certify that he or she is a Settlement Class Member and also submit either (1) a unique code to be provided by the Claims Administrator based on the approved list of class members to be sent direct Notice or (2) name and either the physical or email address the Settlement Class Member provided to 48forty for employment. In order to claim each type of payment, related documentation must be provided with the Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Breach. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below in Section 2.6.2), shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.4.3 Claimants seeking reimbursement for expenses or losses described in ¶¶ 2.1 or 2.2 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses.

2.4.4 Claimants must exhaust all credit monitoring insurance and identity theft insurance before 48forty is responsible for any expenses claimed pursuant to ¶¶ 2.1 or 2.2 of this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.5 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.4.6 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.5 Automatic Benefits. All Settlement Class Members that complete the enrollment process within 90 days of the Effective Date will be provided free access to Aura's Financial Shield Services ("Financial Shield") for a period of one year without the need to submit a claim. Financial fraud coverage will be provided through Financial Shield, which protects and safeguards financial assets, freezing identity at 10 different Bureaus including the three main credit bureaus, home and property title monitoring, income tax protection and other services. This service is integrated with Early Warning Services to provide real-time monitoring of financial accounts. Financial Shield also carries a \$1 million policy protecting the subscriber. These services will be provided to all Settlement Class members who elect to subscribe to Financial Shield, free of charge.

2.6 Dispute Resolution for Claims.

2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant is a California Settlement Subclass Member; (3) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶¶ 2.1 through 2.5; and (4) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.6.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation

submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.6.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by 48forty.

2.8 Settlement Class and California Settlement Subclass Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class and California Settlement Subclass. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class and California Settlement Subclass provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class and California Settlement Subclass had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class and California Settlement Subclass is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.9. Equitable Terms: Plaintiff has received assurances that 48forty has implemented or will implement certain reasonable steps to adequately secure its systems and environments in the future. 48forty has paid and will pay costs associated with these security-related measures separate and apart from the other settlement benefits described in this Settlement Agreement.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit G**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.8;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion For Final Hearing and Application for a Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as Class Representative;
- f) approval of a customary form of short notices to be mailed and/or e-mailed to Settlement Class Members ("Short-Form Notice") substantially similar to the ones attached hereto as **Exhibit B** (email) and **Exhibit C** (postcard by mail only if email is unavailable or undeliverable), and a customary long form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit D**, which together shall include a fair summary of

the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) approval of customary forms to either object to the Settlement (Objection Form) or for exclusion of a Settlement Class Member from the Settlement (Exclusion Form) substantial similar to the ones attached hereto as **Exhibit E** and **Exhibit F**, respectfully;
- h) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- i) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 48forty shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representative, shall be paid by 48forty as set forth in ¶ 7 below, subject to Court approval. Notice shall be provided to Class Members by either e-mail and/or first class mail. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim

Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and 48forty shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and 48forty's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator using an exclusion form approved by the Court. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. To be effective, written notice must be postmarked no later than the Opt-Out Date, as defined in ¶ 1.20.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling

within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 130 timely and valid Opt-Outs submitted, 48forty may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If 48forty voids the Settlement Agreement pursuant to this paragraph, 48forty shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date using the Court approved objection form. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number, *Bennet v. 48forty Solutions, LLC*, Case No. CVRI2202233 (Cal. Sup. Ct.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the

appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Claims Administrator. For all objections mailed to the Claims Administrator, the Claims Administrator shall provide copies to Proposed Class Counsel and 48forty as provided below:

Upon Proposed Class Counsel via mail and e-mail at:

SROURIAN LAW FIRM, P.C.

Daniel Srourian, Esq.
3435 Wilshire Boulevard, Suite 1710
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Upon 48forty's counsel via mail and e-mail at:

BAKER & HOSTETLER LLP

Teresa C. Chow, Esq.
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Los Angeles, CA 90067
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5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal pursuant to Title 8 of the California Rules of Court and not through a collateral attack.

6. Releases

6.1 Each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of the Judgment and funding of the settlement, as set forth in

Paragraph 8.2, shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims that have or could have accrued within the Class Period. Further, by operation of the Judgment and funding of the settlement, as set forth in Paragraph 8.2, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim that accrued or could have accrued within the Class Period is asserted.

6.2 48forty shall be deemed to have, and by operation of the Judgment and funding of the settlement, as set forth in Paragraph 8.2, shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiff, each and all of the Settlement Class Members, Proposed Class Counsel and Plaintiff's Counsel, of all claims, including Unknown Claims, that have or could have accrued within the Class Period based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after

the substantive terms of the settlement had been agreed upon, other than that 48forty would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiff as may be agreed to by 48forty and Proposed Class Counsel and/or as ordered by the Court. 48forty and Proposed Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

7.2 Proposed Class Counsel has agreed to request, and 48forty has agreed to pay, subject to Court approval, the amount of one hundred thousand dollars and no cents (\$100,000) to Proposed Class Counsel for attorneys' fees and costs and expenses. This is not inclusive of the Costs of Claims Administration.

7.3 Subject to Court approval, 48forty has agreed to pay a service award in the amount of two thousand dollars and no cents (\$2,000) to the Representative Plaintiff.

7.4 48forty shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to the Representative Plaintiff to an account established by Proposed Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party. Proposed Class Counsel will repay to 48forty the amount of the award of attorneys' fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or costs (or both) is upheld, Proposed Class Counsel will repay to 48forty the amount necessary to ensure the amount of attorneys' fees or costs (or both) comply with any Court order.

7.5 Proposed Class Counsel shall thereafter distribute the service award to the Representative Plaintiff consistent with ¶¶ 7.2 and 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), 48forty shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already

incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to the Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and 48forty shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by 48forty shall be deemed valid.

8.2 Within thirty (30) days of the Effective Date, 48forty shall fund the settlement in the amount necessary to pay all Valid Claims. Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, 48forty shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, 48forty, Proposed Class Counsel, Plaintiff, Plaintiff's Counsel, 48forty's counsel, and/or the *cy pres* recipient referenced in this Settlement Agreement based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) 48forty has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.15.

9.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.5 unless Proposed Class Counsel and 48forty's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 If, at any point it is discovered that the Settlement Class consists of at least ten percent (10%) more individuals than represented, Representative Plaintiff reserves the right to unilaterally cancel the Settlement Agreement, which cancellation shall require the Parties to be returned to the *status quo ante*. Prior to cancelling the Settlement Agreement, Representative Plaintiff agrees to first mediate any dispute supporting such cancellation with mediator Bruce Friedman, Esq. Costs of said mediation shall be split equally between the Representative Plaintiff and 48forty.

9.4 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to 48forty's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.5 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, 48forty shall be obligated to pay amounts already

billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative

proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between 48forty and Representative Plaintiff in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between 48forty and Representative Plaintiff.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and 48forty shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 to ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. For any funds that remain from voided checks, the Claims Administrator shall distribute such funds to the following *cy pres* recipient: the State Bar of California’s Greg E. Knoll Justice Gap Fund.

10.16 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

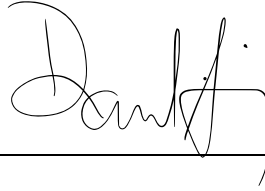
IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:



Teresa C. Chow, Esq.
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
Tel: (310) 820.8800
Email: tchow@bakerlaw.com

Counsel for Defendant 48forty Solutions, LLC



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Email: daniel@slfla.com

***Counsel for Proposed Representative Plaintiff
and Class Counsel***

EXHIBIT A

48FORTY SOLUTIONS LLC SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you were notified by mail of the Data Incident announced by 48forty Solutions LLC (“48forty”) in 2022, and you had unreimbursed out-of-pocket expenses, unreimbursed extraordinary monetary losses, or lost time dealing with the aftermath of the Data Incident. You may get a check if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement payment electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a settlement payment via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2023. Please print clearly in blue or black ink.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. PAYMENT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and Sections 1.3, 1.4, 1.27, 1.28, 1.29, 1.30, and 2 of the Settlement Agreement (available for download at [INSERT WEBSITE]) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

A. Verification of Class Membership

You are only eligible to file a claim if you were notified by mail of the Data Incident announced by 48forty in 2022, you were residing in the United States at the time of the Data Incident, and your personally identifiable information was potentially compromised in the Data Incident. Additionally, you are only eligible to file a claim for a California statutory damages award if you were residing in California at the time of the Data Incident.

By submitting a claim and signing the certification below, you are verifying that you were notified by mail of the Data Incident announced by 48forty in 2022.

In addition, to allow the Claims Administrator to confirm your membership in the Class, you must provide either:

(1) The unique identifier provided in the Notice you received by postcard or e-mail;

or

(2) name and one of the following: (a) physical address you provided to 48forty for employment or potential employment or (b) e-mail address provided to 48forty for employment or potential employment.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received: _____.

OR

(2) Provide your name _____ and one of the following:

(a) physical address as provided to 48forty for employment or potential employment:
_____, or

(b) e-mail address as provided to 48forty for employment or potential employment:
_____.

UPLOAD DOCUMENT [SETTLEMENT ADMINISTRATOR TO ADD]

B. Out-Of-Pocket Expenses

Check the box for each category of out-of-pocket expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and attach the required documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). Please round total amounts down or up to the nearest dollar.

I. Ordinary Expenses Resulting from the Data Incident

- ☐ Unreimbursed fees or other charges from your bank or credit card company incurred between December 31, 2021 and [INSERT DATE] (the “Claims Deadline”) due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD DOCUMENTS] Required: A copy of a bank of credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Unreimbursed fees relating to your account being frozen or unavailable incurred between December 31, 2021 and the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: You were charged interest by a payday lender due to card cancellation or due to an over-limit situation, or you had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card, and these charges and payments were not reimbursed.

[UPLOAD DOCUMENTS] Required: Attach a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred between December 31, 2021 and the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed fees that your bank charged you because you requested a new credit or debit card.

[UPLOAD DOCUMENTS] Required: Attach a copy of a bank or credit card statement or

other receipt showing these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Other unreimbursed incidental telephone, internet, mileage or postage expenses incurred between December 31, 2021 and the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: Attach a copy of the bill from your telephone company, mobile phone company, or internet service provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Credit Reports or credit monitoring charges purchased between December 31, 2021 and the Claims Deadline due to the Data Incident. This category is limited to services purchased primarily as a result of the Data Incident and if purchased between December 31, 2021 and the Claims Deadline.

To obtain reimbursement under this category, you must attest to the following:

- ☐ I purchased credit reports between December 31, 2021 and the Claims Deadline, primarily due to the Data Incident and not for other purposes.

DATE	COST

Examples: The cost of a credit report(s) that you purchased after hearing about the Data Incident.

[UPLOAD DOCUMENT] Required: Attach a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions).

- ☐ Between one (1) and three (3) hours of documented time spent monitoring accounts or otherwise dealing with the aftermath / clean-up of the Data Incident between December 31, 2021 and the Claims Deadline (round down to the nearest hour and check only one box).

☐ 1 Hour ☐ 2 Hours ☐ 3 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or e-mails, or on the internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to

fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- ☐ Calling bank/credit card customer service lines regarding fraudulent transactions.
- ☐ Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- ☐ Time on the internet verifying fraudulent transactions.
- ☐ Time on the internet updating automatic payment programs due to new card issuance.
- ☐ Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- ☐ Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- ☐ Other. Provide description(s) here: _____

_____.

Attestation (You must check the box below to obtain compensation for lost time)

- ☐ **I attest under penalty of perjury that I spent the number of hours claimed above making reasonable efforts to deal with the Data Incident.**

II. Extraordinary Expenses

If you have expenses related to the Data Incident that are more than the value or different than the type of ordinary expenses covered in the categories in Section I above, you may be entitled to compensation for your extraordinary expenses. To obtain reimbursement under this category, you must attest to the following:

- ☐ I incurred out-of-pocket unreimbursed expenses that occurred more likely than not as a result of the Data Incident during the time period from December 31, 2021 through the end of the Claims Deadline other than those expenses covered by one or more of the categories above, and I made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance.
- ☐ Unreimbursed fraudulent charges incurred between December 31, 2021 and the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Fraudulent charges that were made on your credit or debit card account and that were not reversed or repaid even though you reported them to your bank or credit card company. *Note: most banks are required to reimburse customer in full for fraudulent charges on payment cards that they issue.*

[UPLOAD DOCUMENTS] Required: The bank statement or other documentation reflecting the fraudulent charges, as well as documentation reflecting the fact that the charge was fraudulent (you may redact unrelated transactions and all but the first four and last four digits of any account number). If you do not have anything in writing reflecting the fact that the charge was fraudulent (e.g., communications with your bank or a police report), please identify the approximate date that you reported the fraudulent charge, to whom you reported it, and the response.

Date reported:

Description of the person(s) to whom you reported the fraud:

☐ Check this box to confirm that you have exhausted all applicable insurance policies, including but not limited to credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.

☐ Between one (1) and three (3) hours of documented time spent remedying actual documented fraud relating to the Data Incident between December 31, 2021 and the Claims Deadline (round down to the nearest hour and check only one box), which has not already been claimed in Section I, above.

☐ 1 Hour

☐ 2 Hours

☐ 3 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or e-mails, or on the internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

☐ Calling bank/credit card customer service lines regarding fraudulent transactions.

- ☐ Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- ☐ Time on the internet verifying fraudulent transactions.
- ☐ Time on the internet updating automatic payment programs due to new card issuance.
- ☐ Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- ☐ Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- ☐ Other. Provide description(s) here: _____

_____.

[UPLOAD DOCUMENT] Required: Attach a copy of any and all receipts, correspondence, confirmations, and other documents supporting the lost time claimed immediately above.

- ☐ Other unreimbursed out-of-pocket expenses that were incurred between December 31, 2021 and the Claims Deadline as a result of the Data Incident that are not accounted for in your response above.

DATE	DESCRIPTION	AMOUNT

Examples: This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft.

[UPLOAD DOCUMENTS] Required: Describe the expense, why you believe that it is related to the Data Incident, and provide as much detail as possible about the date you incurred the expense(s) and the company or person to whom you had to pay it. Please provide copies of any receipts, police reports, or other documentation supporting your claim. For claims of reimbursement for lost time, you must provide actual documentation reflecting the amount of time you spent dealing with replacement card issues or in reversing fraudulent charges sufficient to prove how much time was spent, on what, and that the time was spent on issues related to the Data Incident. The Claims Administrator may contact you for additional information before processing your claim.

☐ Check this box to confirm that you have exhausted all credit monitoring insurance and identity theft insurance you might have for these out-of-pocket expenses before submitting this Claim Form.

III. California Residents.

If you resided in the State of California at the time of the Data Incident announced by Defendant on or about May 13, 2022, you are eligible to claim up to a \$50 cash payment. This amount may be reduced on a *pro rata* basis if the claims made exceeds the funds available. In order to make this claim, please check the applicable box below, and provide the required information or documents:

☐ If your mailing address on file with 48forty at the time of the Data Incident on December 31, 2021 was a physical residence located in the State of California, please check this box and provide your physical California residential address, below:

☐ If your mailing address on file with 48forty at the time of the Data Incident in December 31, 2021 was NOT a physical residence located in the State of California, please check this box and provide proof of California residency as required below:

[UPLOAD DOCUMENTS] Required: Please include proof of California residency for the applicable time period. Examples may include mortgage statement, property tax statement, utility bill, or other document evidencing residency in the State of California at the time of Data Incident.

Attestation (You must check the box below to obtain compensation as a California resident)

☐ **I attest under penalty of perjury that I resided in the State of California at time of the December 31, 2021 Data Incident, and that I resided at the residential address set forth above or as evidenced by the proof of residency submitted herewith.**

C. Certification

I declare under penalty of perjury under the laws of the United States and the State of California that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed at _____ [City], _____ [State] on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____

Date: _____

D. Submission Instructions

Once you've completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, **2023**.

Bennet v. 48forty Solutions LLC
[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT B

Subject Line: 48forty Solutions LLC Data Incident Class Action Settlement

If you were notified by mail in 2022 of a Data Incident impacting 48forty Solutions LLC, you may be eligible for a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit about a data incident that occurred in December 2021 (the “Data Incident”), which potentially exposed the personal information of current and former employees of 48forty Solutions LLC’s (“48forty”). The lawsuit alleges that 48forty was responsible for the Data Incident because it did not take appropriate care to protect personal information it collected from hacking. 48forty denies the claims and denies any wrongdoing.

The Settlement Agreement is available for review on the settlement website, in person at the Superior Court of the State of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501, or as an attachment to the Court’s Order [insert full title and filing date of order] through the Court’s Public Access web portal at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination of these issues will be made at the final hearing. If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. You will also be “releasing” 48forty and all related people or entities as described in Section 6 of the Settlement Agreement.

Who Is Included?

48forty’s records show you are a likely member of the Settlement Class and/or the California Settlement Subclass. The Settlement Class includes all individuals who were notified that their personal identifiable information was potentially compromised in the December 31, 2021 of the Data Incident. Members of the Settlement Class who were residing in the State of California at the time of the Data Incident are also included in the California Settlement Subclass.

What Can I Get?

The Settlement will reimburse people who submit claims for:

- (1) Unreimbursed, documented out-of-pocket expenses and/or compensation for lost time, that resulted from the Data Incident, up to a maximum of \$275 per person; and
- (2) Unreimbursed, documented extraordinary expenses and lost time related to actual fraud that were caused by the Data Incident, up to a maximum of \$2,500 per person.
- (3) This Settlement also provides free access to Aura’s Financial Shield Services ("Financial Shield") for a period of 1 year following enrollment without the need to submit a claim. Enrollment

in Financial Shield must be completed within 90 days of the Settlement Effective Date. A link with a redeemable code to be used directly with Aura is provided here: **Link; Redemption Code**.

In addition, California residents who are members of the California Settlement Subclass are eligible for a California statutory damages award of up to \$50.

Individual payments may be reduced if the total value of all valid claims exceeds \$250,000.

Finally, as part of the Settlement, 48forty has agreed to implement and/or maintain certain data security measures.

If you are a Settlement Class Member and/or California Settlement Subclass Member and you want to receive any benefits from the Settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.48fortysettlement.com. The deadline to submit a Claim Form is **Month 00, 2024.**

What Are My Rights?

Do Nothing. You will be legally bound by decisions of the Court and you give up the right to sue for the claims in this case.

Exclude Yourself. If you exclude yourself, you are not legally bound by the Settlement and you keep your right to sue. However, you will not get any money from the Settlement. You must mail and postmark your exclusion by **Month 00, 2024**.

Object. You can stay in the Settlement and tell the Court why you do not like the Settlement. Objections must be mailed and postmarked by **Month 00, 2024**. Detailed instruction on how to exclude yourself or object to the Settlement are found in the full Class Notice on the website or by calling **000-000-0000**

When Will the Court Approve the Settlement?

The Court will hold a Final Settlement Approval Hearing on **Month 00, 2024 at 00:00 a.m.** at the Superior Court of the State of California for the County of Riverside located at 4050 Main Street, Department 1, Riverside, CA 92501 (or via Zoom if the Court so orders), to consider whether to approve the Settlement. The Court will consider objections, determine if the Settlement is fair, and consider Class Counsel's request for attorneys' fees, costs, and expenses of up to \$100,000 and a service award of \$2,000 for the Representative Plaintiff. You or your own lawyer may ask to appear at the hearing at your own expense to be heard by the Court, but you do not have to. The motion for attorneys' fees and costs and service awards for the Representative Plaintiffs will be posted on the website after it is filed with the Court.

Who Represents the Settlement Class?

The Court has appointed Daniel Srourian of Srourian Law Firm, P.C., 3435 Wilshire Blvd., Suite 1710, Los Angeles, CA 90010, (213) 474-3800 as Class Counsel.

Where Can I Find More Information?

This is only a summary. You can find the full Class Notice, along with a full description of the proposed Settlement, related Court documents, dates and forms, and additional information on how Settlement Class Members can exclude themselves from the Settlement or object to it by visiting **www.48fortysettlement.com** or calling **1-000-000-0000**. You may also contact the Claims Administrator at 48forty Settlement, c/o Claims Administrator, **PO Box 0000, City, State, Zip**. **DO NOT CONTACT THE JUDGE, THE COURT, OR THE DEFENDANTS.**

www.48fortysettlement.com

1-000-000-0000

EXHIBIT C

If you were notified by mail in 2022 of a Data Incident impacting 48forty Solutions LLC, you may be eligible for a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit (“Lawsuit”) filed by Robert Bennet (the “Representative Plaintiff”) about a data incident that occurred in December 2021 (“Data Incident”), which potentially exposed personal information of current and former employees of 48forty Solutions LLC (“48forty”). The Lawsuit alleges that 48forty was responsible for the Data Incident because it did not take appropriate care to protect personal information it collected from hacking. 48forty denies the claims and denies any wrongdoing.

The Settlement Agreement is available for review on the settlement website, in person at the Superior Court of the State of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501, or as an attachment to the Court’s Order [insert full title and filing date of order] through the Court’s Public Access web portal at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination of these issues will be made at the final hearing. If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. You will also be “releasing” 48forty and all related people or entities as described in Section 6 of the Settlement Agreement.

48forty records show you are a likely member of the Settlement Class. The Settlement will reimburse eligible people who submit claims for: (1) unreimbursed, documented out-of-pocket expenses and compensation for lost time, that resulted from the Data Incident, up to a maximum of \$275 per person; and (2) unreimbursed, documented extraordinary expenses that were caused by the Data Incident, up to a maximum of \$2,500 per person. In addition, California residents are eligible for a California statutory damages award of up to \$50.

If you are a Settlement Class Member and you want to receive any cash benefits from the Settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.48fortysettlement.com. The deadline to submit a Claim Form is Month 00, 2022.

This Settlement also provides free access to Aura’s Financial Shield Services (“Financial Shield”) for a period of 1 year following enrollment without the need to submit a claim. Enrollment in Financial Shield must be completed within 90 days of the Settlement Effective Date. A link with a redeemable code to be used directly with Aura is provided on the other side of this Notice.

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion must be mailed and postmarked by **Month 00, 2024**. Settlement Class Members who do not request exclusion can object to the Settlement. Objections must be mailed and postmarked by **Month 00, 2024**. The Court will hold a Final Settlement Approval Hearing on **Month 00, 2024 at 00:00 a.m.** at the Superior Court of the State of California for the County of Riverside located at 4050 Main Street, Department 1, Riverside, CA 92501, to consider whether to approve the settlement. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for attorneys’ fees, costs, and expenses of up to \$100,000 and a service award of \$2,000 for the Representative Plaintiff. You or your own lawyer may ask to appear at the hearing to be heard by the Court, but you do not have to. The motion for attorneys’ fees and costs and service award for the Representative Plaintiff will be posted on the website after it is filed with the Court.

The Court has appointed Daniel Srourian of Srourian Law Firm, P.C., 3435 Wilshire Blvd., Suite 1710, Los Angeles, CA 90010, (213) 474-3800, as Class Counsel.

This is only a summary. For detailed information visit www.48fortysettlement.com or call 1-000-000-0000. You may contact the Claims Administrator at 48forty Settlement, c/o Claims Administrator, PO Box 0000, City, State, Zip.

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE

If you were notified by mail in 2022 of the Data Incident impacting 48forty Solutions LLC, you may be eligible for a class action settlement payment.

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

Si desea recibir esta notificación en español, llámenos al 1-XXX-XXX-XXXX.

- A Settlement has been reached in a class action lawsuit about a data incident that occurred in December 2021 (the “Data Incident”), which potentially exposed the personal information of 48forty Solutions LLC’s (“48forty”) current and former employees.
- The cyber criminals responsible for the Data Incident uploaded a virus onto 48forty’s systems and potentially accessed certain data including personal identifiable information of certain 48forty employees and former employees. The potentially compromised personal identifiable information potentially included names and Social Security numbers. Subsequently, a lawsuit was filed against 48forty, alleging that it did not take appropriate care to protect its employees from the Data Incident.
- The Settlement includes all individuals who were notified that their personal identifiable information was potentially compromised in the Data Incident.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time that were incurred and plausibly arose as a result of the Data Incident, and for other extraordinary unreimbursed monetary losses and lost time. In addition, California residents are eligible for a California statutory damages award of up to \$50.
- At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination of these issues will be made at the final hearing.
- This Settlement also provides free access to Aura’s Financial Shield Services ("Financial Shield") for a period of 1 year following enrollment without the need to submit a claim. Enrollment in Financial Shield must be completed within 90 days of the Settlement Effective Date. Please visit the Credit Monitoring page at www.48fortySettlement.com/CreditMonitoring for further details regarding enrollment.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment. You must submit a claim by Month Day, 2024.
Ask to be Excluded	Get no payment. The only option that allows you to sue 48forty over the claims resolved by this Settlement. You must exclude yourself by Month Day, 2024.
Object	Write to the Court about why you do not like the Settlement. You must object by Month Day, 2024.
Do Nothing	Get no payment. Give up rights.

Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

- 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. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Craig Riemer of the Superior Court of the State of California for the County of Riverside is overseeing this case. The case is known as *Bennet v. 48forty Solutions LLC*, Case No. CVRI2202233. The person who sued is called the Plaintiff. 48forty is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that 48forty was responsible for the Data Incident and asserts claims such as: breach of implied contract, violation of California’s Unfair Competition Law, and violation of the California Consumer Privacy Act. The lawsuit seeks compensation for people who experienced unreimbursed, documented out-of-pocket expenses, fraudulent charges, and/or lost time spent dealing with the aftermath / clean-up of the Data Incident; or unreimbursed, documented extraordinary monetary losses as a result of the Data Incident.

48forty denies all of the Plaintiff’s claims and maintains that it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiff is Robert Bennet. In addition, Mr. Bennet is representing a subclass of California residents whose personal information was potentially compromised in the Data Incident. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiff and his attorney believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that 48forty did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you were notified by mail of the Data Incident in 2022, and you were a person residing in the United States whose personally identifiable information was potentially compromised in the Data Incident. The California Settlement Subclass, a subset of the

Settlement Class, consists of individuals who resided in the State of California at the time of the Data Incident.

Specifically excluded from the Settlement Class and California Settlement Subclass are: (i) 48forty and 48forty's parents, subsidiaries, affiliates, officers and directors, and any entity in which 48forty has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the parties in the lawsuit; (v) all judges assigned to hear any aspect of the lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-XXX-XXX-XXXX with questions or visit [WEBSITE]. You may also write with questions to 48forty Claims Administrator, PO Box XXXX, City, State zip code. Please do not contact the Court with questions.

The Settlement Agreement is available to review on the settlement website or in person at the Superior Court of the State of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501. A copy of the Settlement Agreement may also be viewed as an attachment to the Court's Order [insert full title and filing date of order] through the Court's Public Access web portal at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims.

There are two types of general payments that are available:

- (1) Ordinary Expense Reimbursement (Question 8) and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or e-mail; or (2) name and one of the following: (a) physical address you provided to 48forty for employment or potential employment or (b) e-mail address provided to 48forty for employment or potential employment. If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a claim form cannot have been reimbursed through any other source.

This Settlement also provides free access to Aura's Financial Shield Services ("Financial Shield") for a period of 1 year following enrollment without the need to submit a claim. Enrollment in Financial Shield must be completed within 90 days of the Settlement Effective Date. Please

Questions? Call 1-XXX-XXX-XXXX or visit [WEBSITE]

visit the Credit Monitoring page at www.48fortySettlement.com/CreditMonitoring for further details regarding enrollment. A link with a redeemable code to be used directly with Aura was provided in the Notice received from the Claims Administrator.

In addition, California residents who are members of the California Settlement Subclass are eligible for a California statutory damages award of up to \$50.

Finally, as part of the Settlement, 48forty has agreed to implement and/or maintain certain data security measures. More details are provided in the Settlement Agreement, which is available at [\[WEBSITE\]](#).

8. What payments are available for Expense Reimbursement?

Class Members are each eligible to receive reimbursement of up to \$275 (in total, per person) for the following categories of unreimbursed, documented out-of-pocket expenses resulting from the Data Incident:

- Cost to obtain credit reports;
- Fees relating to a credit freeze;
- Card replacement fees;
- Late fees;
- Overlimit fees;
- Interest on payday loans taken as a result of the Data Incident;
- Other bank or credit card fees;
- Postage, mileage, and other incidental expenses resulting from lack of access to an existing account;
- Costs associated with up to one year of credit monitoring or identity theft insurance, if purchased primarily as a result of the Data Incident; and
- up to three (3) hours of unreimbursed attested lost time (at \$15.50 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the Data Incident (only if at least one full hour was spent and the Class Member provides a description of the activities performed during the time claimed as reflected in the Claim Form.

9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed fraudulent charges or out-of-pocket losses and/or lost time incurred as a result of, or in resolving issues and losses caused by, the Data Incident, are eligible to make a claim for reimbursement of up to \$2,500 per Class Member. As part of the claim, the Class Member must plausibly show that:

- (1) it is an actual, documented, and unreimbursed monetary loss;
- (2) the loss was caused by the Data Incident;
- (3) the loss occurred during the time period from December 31, 2021 through and including the end of the Claims Deadline;
- (4) the loss is not already covered by one or more of the categories in Question 8 or reimbursed through any other source; and

- (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

Class Members who had documented extraordinary unreimbursed expenses may also make a claim for up to three (3) hours of unreimbursed attested lost time (at \$15.50 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the Data Incident (only if at least one full hour was spent and the Class Member provides a description of the activities performed during the time claimed as reflected in the Claim Form.

More details are provided in the Settlement Agreement, which is available at [\[WEBSITE\]](#).

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [\[WEBSITE\]](#), or you may request one by mail by calling [\[PHONE #\]](#). Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **Month Day, 2024** to:

48forty Claims Administrator
PO Box [XXXXX](#)
[City, State zip code](#)

11. How will claims be decided?

The Claims Administrator will decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment, you must submit a Claim Form postmarked by **Month Day, 2024**.

13. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in [Section 1.24](#) of the Settlement Agreement. You will be “releasing” 48forty and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at [\[WEBSITE\]](#).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firm listed in Question 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

Questions? Call 1-[XXX-XXX-XXXX](#) or visit [\[WEBSITE\]](#)

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue 48forty about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

14. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue 48forty for the same thing later?

No. Unless you exclude yourself, you give up any right to sue for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Bennet v. 48forty Solutions LLC*, Case No. CVRI2202233. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **Month Day, 2024**, to:

48forty Settlement Exclusions
PO Box XXXXX
City, State zip code

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Daniel Srourian of Srourian Law Firm, P.C., 3435 Wilshire Blvd., Suite 1710, Los Angeles, CA 90010, (213) 474-3800, as Class Counsel.

You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$100,000. Class Counsel will also request approval of an incentive award of \$2,000 for the Representative Plaintiff. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately by 48forty and will not reduce the amount of payments to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

Questions? Call 1-**XXX-XXX-XXXX** or visit [**WEBSITE**]

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. If you choose to object, fill in, date, and sign the enclosed Objection Form and return it to the Claims Administrator by mail, personal delivery, or email no later than [REDACTED], 2024 as follows:

Bennet v. 48forty Solutions, LLC Claims Administrator
[address]

Email]

Your objection must include all of the following:

- your full name, address, telephone number, mailing address and e-mail address (if any);
- information identifying you as a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable; and
- your signature or the signature of your duly authorized attorney or other duly authorized representative.

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at [REDACTED] on **Month Day, 2024**, at the Superior Court of the State of California for the County of Riverside located at 4050 Main Street, Department 1, Riverside, CA 92501 (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [WEBSITE] or call [PHONE #]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for each of the Representative Plaintiff.

After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against 48forty about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [WEBSITE]. You may also write with questions to 48forty Claims Administrator, PO Box XXXXX, City, State Zip. You can also get a Claim Form at the website, or by calling the toll-free number, [PHONE].

EXHIBIT E

NOTICE OF OBJECTION FORM

Instructions: You should fill out this Notice of Objection Form *only if* you wish to object to the Settlement. **Please note that you cannot submit this Notice of Objection Form if you submit a Request for Exclusion.** Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You should object *only if* you wish stay in the Settlement Class. This Notice of Objection Form must be completed and returned via mail to the Settlement Administrator at [insert address] and must be postmarked by [insert response deadline] to be effective.. Please note that you must also submit a timely claim in order to receive certain settlement benefits in the event your objection is overruled by the Court.

I. Objection

I wish to object to the settlement. I understand that I will still remain a member of the Settlement Class as described in the Settlement Agreement if my objection is overruled. The basis for my objection is as follows:

Your objection should be accompanied by an legal support for the objection that you believe is applicable.

Your objection should also include proof that you are a member of the Settlement Class. Proof includes, but is not limited to a copy of the original notice of the Data Breach that you received. Alternatively, you may provide a statement as to why you believe that you are Settlement Class Member. I believe that I am a Settlement Class Member because:

☐ (check if attachment included)

II. Personal Information

Name (first, middle and last): _____

Current Mailing Address: _____

Telephone Number: _____

Email Address (optional): _____

☐ Check if you are represented by an attorney.

☐ Check if you and/or your attorney intend to personally appear at the Final Fairness Hearing.

Attorney Name: _____ Attorney Telephone # and Email Address: _____

III. Certification

I hereby certify that the contents of this Notice of Objection Form are true and accurate, and that I have read and understand the Notice that I received.

Dated: _____

(Signature) or (Signature of Attorney)

(Print Name)

EXHIBIT F

**SUPERIOR COURT OF CALIFORNIA
RIVERSIDE COUNTY**

Robert Bennet v. 48forty Solutions, LLC
Case No. CVRI2202233

REQUEST FOR EXCLUSION FORM

Instructions: Complete this Request for Exclusion Form *only if* you want to exclude yourself from the Settlement that is described in the foregoing Notice. This Request for Exclusion Form must be returned via mail to the Settlement Administrator at [insert address] and must be postmarked by [insert response deadline] to be effective.

I. Request for Exclusion

I wish to exclude myself from the Class Settlement described in the Notice that I received. I understand that this means that I will *not* receive a settlement payment or any other benefits under the Class Settlement and will not be subject to or bound by the Class Settlement.

II. Personal Information

Name (first, middle and last): _____
Current Mailing Address: _____

Telephone Number: _____
Email Address (optional): _____

III. Certification

I hereby certify that the contents of this Request for Exclusion Form are true and accurate, and that I have read and understand the Notice that I received.

Dated: _____

(Signature)

(Print Name)

EXHIBIT G

SROURIAN LAW FIRM, P.C.
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Attorneys for Plaintiff and the [Proposed] Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ROBERT BENNET, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

48FORTY SOLUTIONS, LLC, a Delaware
corporation;

Defendant

Case No.: CVRI2202233

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

Date: July 28, 2025
Time: 8:30 a.m.
Dept.: 1

1 The Unopposed Motion for Preliminary Approval of Class Action Settlement by Plaintiff
2 Robert Bennet (“Named Plaintiff” or “Representative Plaintiff”) in the above-captioned matter
3 (the “Action”) came before the Court on July 28, 2025 at 8:30 a.m., with the Honorable Harold
4 Hopp presiding.

5 The Action was settled as a result of arm's-length negotiations, investigations and informal
6 discovery sufficient to permit counsel and the Court to act knowingly, and counsel are well
7 experienced in similar class action litigation. Plaintiff, the proposed Class Representative, has
8 moved the Court for entry of an order preliminarily approving the Settlement, conditionally
9 certifying the Settlement Class for settlement purposes only, and approving the form and method
10 of notice upon the terms and conditions set forth in the Settlement, together with all exhibits
11 thereto. The Court having considered the Settlement Agreement, attached as Exhibit 3 to the
12 Supplemental Declaration of Daniel Srourian filed on July 7, 2025, and the exhibits attached
13 thereto, together with all exhibits thereto and records in this case, and the arguments of counsel
14 and for good cause appearing, hereby orders as follows:

15 **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

16 1. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
17 Settlement is GRANTED. The terms defined in the Settlement shall have the same meaning in
18 this Order.

19 2. Having made the findings set forth below, the Court conditionally certifies the
20 following class for settlement purposes only: “All individuals who were notified that their PII
21 was potentially compromised in the December 31, 2021 Data Breach (“the “Settlement Class” or
22 “Settlement Class Members”).

23 3. Excluded from the Class are the Court, the officers and directors of Defendant and
24 persons who timely and validly request exclusion from the Settlement Class.

25 4. For settlement purposes only, with respect to the Settlement Class, the Court
26 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
27 Procedure 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
28

1 individual Settlement Class members in a single proceeding is impracticable; (b) questions of
2 law and fact common to all Settlement Class Members predominate over any potential individual
3 questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d)
4 Named Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of
5 each Settlement Class; and (e) a class action is the superior method to fairly and efficiently
6 adjudicate this controversy.
7

8 5. Named Plaintiff Robert Bennet is hereby appointed as Representative Plaintiff for
9 purposes of settlement.

10 6. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
11 purposes of settlement.
12

13 **PRELIMINARY APPROVAL**

14 7. The terms of the Settlement, including its proposed release, are preliminarily
15 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
16 providing notice of the Settlement to the Settlement Class in accordance with the notice program,
17 and are subject to further and final consideration at the Final Approval Hearing provided for
18 below. In making this determination, the Court considered the fact that the Settlement is the
19 product of arm's-length negotiations facilitated by a neutral mediator and conducted by
20 experienced and knowledgeable counsel, the current posture of the Action, the benefits of the
21 Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the
22 Settling Parties and the Settlement Class.
23
24

25 8. As provided for in the Settlement, if the Court does not grant final approval of the
26 Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the
27 Settlement, and the conditional certification of the Settlement Class for settlement purposes only
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1 provided for herein, will be vacated and the Action shall proceed as though the Settlement Class
2 had never been conditionally certified for settlement purposes only, with no admission of
3 liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue
4 of class certification or any other issue in the case.

5 **NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

6
7 9. The Court appoints RG2 Claims Administration LLC, as the Claims
8 Administrator. The responsibilities of the Claims Administrator are set forth in the Settlement
9 Agreement.

10 10. The Court has considered the Notice provisions of the Settlement, the Long
11 Notice and Short Notice, attached as Exhibits B, C and D to Settlement Agreement. The Court
12 finds that the agreed upon notice procedure the best notice practicable under the circumstances,
13 constitutes due and sufficient notice of the Settlement and this Order to all persons entitled
14 thereto, and is in full compliance with applicable law and due process. The Court approves as to
15 form and content the Long Notice and Short Notice in the forms attached as Exhibits B, C and D
16 to Settlement Agreement. The Court orders the Claims Administrator to commence the notice
17 program following entry of this Order in accordance with the terms of the Settlement.
18

19
20 11. The Court approves as to form and content the Claim Form attached as Exhibit A
21 to the Settlement Agreement.
22

23 12. Settlement Class Members who qualify for and wish to submit a Claim Form
24 under the Settlement shall do so in accordance with the requirements and procedures of the
25 Settlement and the Claim Form under which they are entitled to seek relief. The deadline to
26 submit a Claim Form is 90 days after the Notice Commencement Date. All Settlement Class
27 Members who fail to submit a claim in accordance with the requirements and procedures of the
28

1 Settlement and respective Claim Form shall be forever barred from receiving any such benefit
2 but will in all other respects be subject to and bound by the provisions of the Settlement and the
3 releases contained therein.

4 **REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

5 13. Each person wishing to opt out of the Settlement Class shall individually sign and
6
7 timely submit written notice of such intent to the designated Post Office box established by the
8 Claims Administrator using an exclusion form approved by the Court. To be effective, written
9 notice must be postmarked no later than 60 days after the Notice Commencement Date.

10 14. Persons who submit valid and timely notices of their intent to be excluded from
11
12 the Settlement Class shall neither receive any benefits of nor be bound by the terms of the
13 Settlement.

14 15. Persons falling within the definition of the Settlement Class who do not timely
15
16 and validly request to be excluded from the Settlement Class shall be bound by the terms of the
17 Settlement, including its releases, and all orders entered by the Court in connection therewith.

18 **OBJECTIONS**

19 16. Each Settlement Class Member desiring to object to the Settlement Agreement
20
21 shall submit a timely written notice of his or her objection by the Objection Date using the Court
22 approved objection form. Such notice shall state: (i) the objector's full name, address, telephone
23 number, and email address (if any); (ii) the case name and case number, *Bennet v. 48forty*
24 *Solutions, LLC*, Case No. CVRI2202233 (Cal. Sup. Ct.); (iii) information identifying the objector
25 as a Settlement Class Member, including proof that the objector is a member of the Settlement
26 Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector
27 believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the
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objection, accompanied by any legal support for the objection the objector believes applicable;
(v) the identity of all counsel representing the objector in connection with the objection; (vi) a
statement whether the objector and/or his or her counsel will personally appear at the Final
Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly
authorized attorney or other duly authorized representative.

17. To be timely, written notice of an objection in appropriate form must be mailed
and postmarked no later than the Objection Date 60 days after the Notice Commencement Date
to the Claims Administrator.

18. Unless otherwise ordered by the Court, any Settlement Class Member who does
not timely object in the manner prescribed above shall be deemed to have waived all such
objections and shall forever be foreclosed from making any objection to the fairness, adequacy,
or reasonableness of the Settlement, including its releases, the Order and Judgment approving the
Settlement, and Class Counsels' motion for award of attorneys' fees, costs, and expenses, and
Plaintiff's Class Representative Service Award.

DUTIES OF THE ADMINISTRATOR

19. Settlement Administrator shall carry out the following duties pursuant to the terms of
the Settlement Agreement:

1. **Notice Implementation:** Implement the Notice Plan, including distributing Short-Form
and Long-Form Notices to Settlement Class Members via mail and/or email and
maintaining a dedicated settlement website and toll-free helpline.
2. **Claims Processing:** Receive, review, and determine the validity of submitted Claim
Forms; communicate with claimants regarding deficiencies; and issue payments for valid
claims in accordance with the Settlement Agreement.

- 1 3. **Opt-Outs and Objections:** Receive and process Requests for Exclusion and Objections
2 submitted by Settlement Class Members.
- 3 4. **Declaration to Court:** No later than fourteen (14) days prior to the Final Approval
4 Hearing, the Settlement Administrator shall file with the Court a declaration
5 authenticating:
6 a. A list of all timely and valid Requests for Exclusion received;
7 b. A list of all Objections received; and
8 c. The procedures undertaken to disseminate notice and process claims, exclusions, and
9 objections.
10 5. **Record-Keeping:** Maintain accurate records of all communications, claims submissions,
11 exclusion requests, and objections received, and provide periodic reports to Class
12 Counsel and Defense Counsel as necessary.
- 13 6. **Final Distribution:** Following the Effective Date, distribute settlement benefits to
14 eligible claimants and perform any necessary follow-up or reissuance of payments,
15 subject to the terms of the Settlement.
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20 **THE FINAL APPROVAL HEARING**

21 19. The Court will hold a Final Approval Hearing on _____ at ____ a/p.m., at
22 Department 1, Superior Court of California, County of Riverside, 4050 Main Street, Riverside,
23 CA 92501 to consider: (a) whether certification of the Settlement Class for settlement purposes
24 only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable,
25 adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel
26 for an award of attorneys' fees and expenses as provided for under the Settlement; (d) the
27
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1 application for Plaintiff's Class Representative Service Award as provided for under the
2 Settlement; (e) whether the Release of Released Claims as set forth in the Settlement should be
3 provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g)
4 ruling upon such other matters as the Court may deem just and appropriate. The Final Approval
5 Hearing may, from time to time and without further notice to Settlement Class Members be
6 continued or adjourned by order of the Court. The Claims Administrator shall provide notice to
7 objecting parties of any continuance.
8

9 20. No later than _____, the Named Plaintiff shall file his Motion for Final Approval
10 of Class Action Settlement Agreement and for Award of Attorneys' Fees, Costs, and Expenses,
11 and Plaintiff's Class Representative' Service Award.
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13 **IT IS SO ORDERED.**
14

15 Date: _____

16 Hon. Harold Hopp
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EXHIBIT H

SROURIAN LAW FIRM, P.C.
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Attorneys for Plaintiff and the [Proposed] Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ROBERT BENNET, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

48FORTY SOLUTIONS, LLC, a Delaware
corporation;

Defendant

Case No.: CVRI2202233

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES; FINAL JUDGMENT
THEREON**

Date:
Time:
Dept.:

1 The Unopposed Motion For Final Approval Of Class Action Settlement by Plaintiff
2 Robert Bennet (“Named Plaintiff” or “Class Representative”) in the above-captioned matter came
3 before the Court on _____, with the Honorable Harold Hopp presiding. The Court having
4 considered the papers submitted in support of the motion, HEREBY RULES AS FOLLOWS:

5 1. The Court grants final approval of the class action settlement based upon the terms
6 set forth in the Settlement Agreement reached between Plaintiff, on the one hand, and Defendant
7 48FortySolutions, LLC (“Defendant”) on the other hand (collectively the “Parties”). The Court
8 finds that the terms of the Settlement are fair, adequate, and reasonable. Further, the Court, for
9 purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement
10 Agreement.

11 2. For purposes of this Order, the “Settlement Class” or “Settlement Class Members”
12 shall consist of “all individuals who were notified that their PII was potentially compromised in
13 the December 31, 2021 Data Breach.”

14 3. The Court hereby finds that the Settlement was the product of serious, informed,
15 non-collusive negotiations conducted at arm's length by the Parties. In making this final finding,
16 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of
17 benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement
18 proceeds among the Settlement Class Members, and the fact that the Settlement Agreement
19 represents a compromise of the Parties' respective positions. The Court further finds that the terms
20 of the Settlement Agreement have no material deficiencies and do not improperly grant
21 preferential treatment to any individual Settlement Class Member. Accordingly, the Court finds
22 that the Settlement Agreement was reached in good faith.

23 4. The Court further finds that the notice procedure carried out by the Parties and
24 RG/2 Claims Administration (the “Claims Administrator”) meets the requirements of due process
25 and provided the best notice practicable under the circumstances and constituted due and
26 sufficient notice to Settlement Class Members. Specifically, the Notice that was disseminated to
27 Settlement Class Members includes: (1) the definition of the Settlement Class; (2) a description
28 of the substantive issues and proceedings to date; (3) a neutral description of the Settlement; (4)

1 the amount of the Attorneys' Fees and Costs sought; (5) information regarding the right to opt
2 out of the Settlement, the procedure for doing so and the date by which such action must be taken;
3 (6) information regarding the right to object to the settlement, the procedure for doing so and the
4 date by which such action must be taken; (7) information regarding the right to participate in the
5 Settlement, the procedure for doing so and the date by which such action must be taken, if any;
6 (8) the consequences of participating in the Settlement, including the fact that one will be bound
7 by the judgment; (9) the date, time and place of the final approval hearing; (10) the identity of
8 the Named Plaintiff; (11) contact information of Class Counsel and the Claims Administrator;
9 (12) information regarding payments and/or benefits available to the Settlement Class Members.
10 A full opportunity was afforded to Settlement Class Members to participate in the Final Approval
11 hearing. ____ Settlement Class Members objected to the Settlement and ____ Settlement Class
12 Member requested exclusion from the Settlement. Thus, the Court finds that all Settlement Class
13 Members, except _____ – who submitted valid requests for exclusion, are
14 Settlement Class Members and are bound by this Order and Judgement.

15 5. The Court certifies the Settlement Class for settlement purposes only and finds
16 that the Settlement Class meets all applicable standards for certification under California law.

17 6. The Court approves the Settlement, and each of the releases and other terms set
18 forth in the Settlement as fair, reasonable, and adequate as to the Settlement Class Members,
19 Named Plaintiff, and the Defendant. The parties are directed to perform in accordance with the
20 terms set forth in the Settlement.

21 7. By this Order and Judgment, the Named Plaintiff and all Settlement Class
22 Members who submit a valid and timely Claim Form, hereby release Defendant and the Released
23 Parties, as defined in the Settlement Agreement, from the Released Claims, as also defined in the
24 Settlement Agreement.

25 8. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
26 reserves and retains exclusive and continuing jurisdiction over this case, Named Plaintiff, the
27 Settlement Class Members, and Defendant for the purpose of supervising the implementation,
28

1 effectuation, enforcement, construction, administration, and interpretation of the Settlement and
2 this Order and Judgment.

3 9. The Court determines that the plan of allocation for payment of Settlement
4 Benefits as set forth in the Settlement Agreement is fair and reasonable and that distribution of
5 the same to the Settlement Class Members shall be done in accordance with the terms set forth in
6 the Settlement Agreement.

7 11. Named Plaintiff Robert Bennet is hereby appointed as Named Plaintiff for
8 purposes of settlement.

9 12. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
10 purposes of settlement.

11 13. Defendant agrees that the Claims Administrator shall pay, separately from the
12 aggregate cap settlement amount of \$250,000.00, the following amounts: (i) the Claims
13 Administrator for its Costs of Claims Administration; (ii) the Service Award to the Class
14 Representative; and (iii) the Attorneys' Fees and Costs to Class Counsel as follows:

15 A. The Court hereby approves the payment of Costs of Claims Administration
16 in the amount of \$34,086.00 to the Claims Administrator;

17 B. The Court hereby approves the Class Representative Service Award of
18 \$2,000.00 to the Class Representative, in recognition of his service to the Settlement Class in
19 initiating and maintaining this litigation and the risks undertaken for the benefit of the Settlement
20 Class.

21 C. The Court hereby awards to Class Counsel Attorneys' Fees and Costs of
22 \$100,000.00, which the Court finds fair and reasonable and supported by detailed summaries
23 regarding the work performed and expenses incurred that were submitted by Class Counsel in his
24 supporting declarations.

25 14. The Claims Administrator is directed to make the foregoing payments in
26 accordance with the terms of the Settlement Agreement and Class Counsel's further instructions.

27 16. This document constitutes the Judgment resolving the entire action against
28 Defendant according to the terms herein.

1 17. Cashing a settlement check is a condition precedent to any Settlement Class
2 Member's right to receive settlement benefits. All settlement checks shall be void ninety (90)
3 days after issuance and shall bear the language: "This check must be cashed within 90 days, after
4 which time it is void." If a check becomes void, the Settlement Class Member shall have until
5 one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-
6 issuance is made within this period, the Settlement Class Member will have failed to meet a
7 condition precedent to recovery of settlement benefits, the Settlement Class Member's right to
8 receive monetary relief shall be extinguished, and Defendant shall have no obligation to make
9 payments to the Settlement Class Member for expense reimbursement under the Settlement
10 Agreement or any other type of monetary relief. The same provisions of the Settlement
11 Agreement shall apply to any re-issued check. For any checks that are issued or re-issued for any
12 reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance
13 need not be honored after such checks become void.

14 18. Notice of entry of judgment shall be given to the Settlement Class Members
15 pursuant to Cal. R. Ct., rule 3.771(b). Such notice shall be effectuated by the Claims
16 Administrator's posting of the Order of Final Approval and Judgment on the Settlement website
17 previously created for the Settlement within seven (7) calendar days of entry of the Order of
18 Final Approval and Judgment.

19 **IT IS SO ORDERED.**

20
21 Date: _____

Hon. Harold Hopp

ClassAction.org

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