IN THE CIRCUIT COURT OF THE SEVENTHEETH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

AMANDA ARREOLA, MIGUEL TORREALBA, SCOTT ECKARD, LANIER DAVIS, and ANTUAN HILL, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BENWORTH CAPITAL PARTNERS LLC,

Defendant.
_____/

CASE NO. CACE-26-012064

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant Benworth Capital Partners LLC. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a hard money lender based in south Florida. In the ordinary course of operating its business, Defendant collects, maintains, and stores Private Information pertaining to its current and former customers.

2. On May 18, 2025, cybercriminals unlawfully gained access to Defendant's network through a third-party service provider resulting in the exfiltration of its current and former customers' Private Information.

3. Thereafter, beginning on September 16, 2025, Defendant sent letters to those

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.

impacted notifying them of their involvement in the Data Incident.

4. Following receipt of their notice letters, Plaintiffs retained Class Counsel to file a lawsuit on their behalf seeking compensation for damages incurred because of the unlawful exposure of their Private Information in the Data Incident.

5. Plaintiffs and Defendant decided it would be in the best interest of all concerned if they considered an early resolution that would include a class-wide resolution of all claims for those impacted in the Data Incident.

6. In advance of settlement discussions, Class Counsel consulted with damage and liability experts, propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached.

7. Over the last two weeks of May 2026, the Parties negotiated at arms-length the materials terms of a settlement that would resolve all claims for all those impacted in the Data Incident.

8. Plaintiffs then filed the class action Complaint in this Action.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

10. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the Complaint, and expressly disclaims and denies any fault or

liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

11. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. "**Action**" means the above-captioned lawsuit entitled: *Amanda Arreola v. Benworth Capital Partners*, Case No. CACE-26-012064 (Fla. Cir. Ct., Broward Cnty.).

13. "**Agreement**" or "**Settlement Agreement**" or "**Settlement**" means this agreement between Plaintiff and Defendant, including all exhibits.

14. "**Application for Attorneys' Fees, Costs and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and Service Awards for the Class Representatives.

15. "**Cash Payment**" means a payment paid to Settlement Class Members who submit a Valid Claim for a Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash

Payment.

16. "**Cash Payment A - Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of Five Thousand Dollars and Zero Cents ($2,500.00), that Settlement Class Members who incurred Documented Losses may elect pursuant to Section IV herein.

17. "**Cash Payment B – Alternative Cash Payment**" means the Settlement Class Member Benefit consisting of an alternative cash payment of Fifty Dollars and Zero Cents ($50.00) that Settlement Class Members are entitled to elect pursuant to Section IV herein.

18. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

19. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. "**Claim Form Deadline**" shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

21. "**Claimant**" means an individual who submits a Claim Form.

22. **"Claims Process"** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

23. "**Class Counsel**" means Jeff Ostrow and of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

24. "**Class List**" means the list of Settlement Class Members' names and physical addresses and emails maintained by the Defendant, that Defendant shall prepare and provide to the Settlement Administrator within ten (10) days of Preliminary Approval.

25. "**Class Representatives**" means the Plaintiffs the Court approves as representatives of the Settlement Class.

26. "**Complaint**" means the Class Action Complaint filed by Plaintiffs in this Action.

20. "**Court**" means the 17th Judicial Circuit Court in and for Broward County, Florida, and the Judge(s) assigned to the Action.

21. "**Credit Monitoring**" means the Settlement Class Member Benefit that all Settlement Class Members will automatically be entitled to receive without having to submit a Claim, pursuant to Section IV herein.

22. "**Data Incident**" means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members' Private Information on or about May 18, 2025.

23. "**Defendant**" means Benworth Capital Partners LLC, the named defendant in this Action.

24. "**Defendant's Counsel**" means John T. Mills, Joseph Salvo and J. Michael Paulino of Gordon Rees Scully Mansukhani, LLP.

27. "**Documented Losses**" means the documented out-of-pocket costs or expenditures related to actual fraud or identity theft that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, for which Settlement Class Members may elect to receive Cash Payment A – Documented Losses pursuant to Section IV herein.

20. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

21. "**Email Notice**" means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that may be distributed to Settlement Class Members for whom email addresses are provided by Defendants.

22. "**Fee and Costs Award**" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

23. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order substantially in the form attached to the Motion for Final Approval.

24. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards.

25. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

26. "**Litigation Costs and Expenses**" means costs and expenses incurred by Class

Counsel in connection with commencing, prosecuting and settling the Action.

27. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

28. "**Motion for Final Approval**" means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

29. "**Motion for Preliminary Approval**" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

30. "**Notice**" means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

31. "**Notice Program**" means the methods provided for in this Agreement that may be used for giving Notice to the Settlement Class and consists of Email Notice, Postcard Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement telephone line.

32. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

33. "**Objection Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

34. "**Opt-Out Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

35. "**Party**" means the Plaintiff and Defendant, and "**Parties**" means Plaintiff and

Defendant, collectively.

36. "**Plaintiffs**" means Amanda Arreola, Miguel Torrealba, Scott Eckard, Lanier Davis and Antuan Hill, the plaintiffs in this Action.

37. "**Postcard Notice**" means the postcard form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that may be distributed to Settlement Class Members.

38. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

39. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

40. "**Private Information**" means the information collected by Defendant and impacted in the Data Incident which includes names, addresses, Social Security numbers, telephone numbers, and loan account information.

41. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

42. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, liquidated or unliquidated, existing or potential, suspected or unsuspected claims, demands, liabilities, rights, suits, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, costs, losses, indemnities, attorneys' fees and/or obligations, and remedies of any kind or description, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them,

arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act that the Releasing Parties had or have, that have been or could have been asserted in the Complaint, or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Complaints, the alleged access, disclosure and/or acquisition of Settlement Class Members' Private Information in the Data Incident, Defendant's provision of notice to Settlement Class Members, Defendant's information security policies and practices as they relate to or arise from the Data Incident, and Defendant's maintenance or storage of Private Information as related to arising from the Data Incident.

43. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and each and every of Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees

44. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and each and every of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

45. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as the Class Representatives.

46. "**Settlement Administrator**" means Simpluris, Inc.

47. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, including taxes and tax-related

expenses.

48. "**Settlement Class**" means all living individuals residing in the United States who were sent notice by the Defendant that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who properly opts-out of the Settlement; and (e) Joseph Boggan.

49. "**Settlement Class Member**" means any member of the Settlement Class.

50. "**Settlement Class Member Benefits**" means the Cash Payment and/or Credit Monitoring that Settlement Class Members may elect to Claim pursuant to Section IV herein.

51. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

52. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form

Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

53. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

IV. Settlement Class Member Benefits

54. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment. Additionally, all Settlement Class Members shall receive Credit Monitoring. Settlement Class Members who do not file Valid Claims will not receive a Cash Payment. Settlement Class Members who opt out of the Settlement will not receive a Cash Payment or Credit Monitoring.

a. Cash Payment A - Documented Losses

All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses for up to Five Thousand Dollars and Zero Cents ($5,000.00) per Settlement

Cass Member. Documented Losses include, by way of example, unreimbursed losses relating to actual fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member or documents that are otherwise "self-prepared" do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Documented Losses reflects valid Documented Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after May 18, 2025; and/or (ii) whether the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. If a Settlement Class Member does not submit documentation supporting a loss, or if the

Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

b. **Cash Payment B – Alternative Cash Payment**

In lieu of a Claim for Cash Payment A – Documented Losses, Settlement Class Members may make a Claim for Cash Payment B – Alternative Cash Payment, which is a cash payment in the amount of Fifty Dollars and Zero Cents ($50.00).

c. **Credit Monitoring**

In addition to a Claim for Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment, all Settlement Class Members will automatically receive one year of Credit Monitoring with one credit bureau. The Credit Monitoring activation codes will be sent to Settlement Class Members on their Notice and the service will be activated following the Effective Date of the Agreement. Amongst other benefits, the service contains $1,000,000 of identity theft insurance with no deductible.

d. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Defendant will enter into a separate agreement with the Settlement Administrator outlining the Settlement Administrator's responsibilities and the cost of the notice and administration, which will also include the cost of the credit monitoring. This agreement will have a capped amount for both the costs and the monitoring.

V. Settlement Approval

55. Within two days following execution of this Agreement, Plaintiff shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range

of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve Simpluris, Inc. as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Process set forth herein and approve the Claim Form; (6) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (7) appoint Plaintiff as Class Representative and Jeff Ostrow and Mariya Weekes as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

56. Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Preliminary Approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

VI. Settlement Administrator

57. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

58. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and overseeing the distribution of Settlement Class Member Benefits.

59. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice and Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was

completed, indicating the number of Claim Forms received and the amount of each type of Cash Payment claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Cash Payment A – Documented Losses and/or Cash Payment B – Alternative Cash Payment;

j. Collecting from Defendant the funds necessary to pay Valid Claims for Cash Payments and the cost of Credit Monitoring;

k. Distributing Cash Payments and ensuring Credit Monitoring codes are activated; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement has been properly administered and that the benefits to the Settlement Class Members who submit Valid Claims have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

60. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

61. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Email Notices to all Settlement Class Members for which email

addresses are maintained by the Settlement Administrator and Postcard Notices to all Settlement Class Members for which physical addresses are maintained by the Settlement Administrator, as well as to those Settlement Class Members whose emails bounced-back.

62. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; the Settlement Class Member's Credit Monitoring activation code; instructions on how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

63. The Settlement Administrator shall use its reasonable best efforts to find valid mailing addresses for those Settlement Class Members whose Postcard Notices are undeliverable. Postcard Notices shall be remailed to those Settlement Class Members for which the Settlement Administrator is able to identify valid mailing addresses.

64. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on

the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

65. The Email Notice and Postcard Notice shall direct Settlement Class Members to the Settlement Website to review the Long Form Notice to learn more about the Settlement, how to opt-out of, or object to the Settlement.

66. The Long Form Notice also shall include the procedure for Settlement Class Members to opt-out of the Settlement. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

67. Within seven days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusions.

68. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to

have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

69. For an objection to be considered by the Court, the objection must contain everything set forth herein below:

a. the case name and case number;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

e. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Fee and Costs Award and Service Awards;

g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed

objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to testify at the Final Approval Hearing;

k. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

70. Failure to strictly comply with the requirements set forth in the preceding paragraph will result in an objection being overruled on procedural grounds without regard to consideration of the merits of the objection.

71. The Notice program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

72. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

73. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

74. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

75. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

76. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and

Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

77. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

78. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

79. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 20 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

80. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

81. The Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of Valid Claims; or (iii) the determination, administration, calculation or payment of any Valid Claims.

82. The Settlement Administrator shall indemnify and hold harmless Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and reinsurers for (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of Valid Claims; or (iii) the determination, administration, calculation or payment of any Valid Claims.

83. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

84. The Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay for the Cash Payments for Cash Payments and Credit Monitoring no later than 10 days after the Effective Date. The Defendant must pay or cause to be paid to the Settlement Administrator the amount on the invoice within 10 days of receipt. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid

Claims no later than 45 days after the Effective Date.

85. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will choose their form of payment on the Claim Form.

86. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

87. . In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds.

88. Credit Monitoring codes shall be activated 45 days after the Effective Date.

IX. Final Approval Order and Final Judgment

89. Plaintiff shall file a Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

90. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Fee and Costs Award and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees, Costs and Service Awards

91. ***Service Awards*** – As part of the Motion for Final Approval, Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed $2,000.00 each, for a total of $10,000.00. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards to Class Counsel within 30 days of the Effective Date.

92. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Plaintiffs

will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to $750,000.00. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel by wire within 30 days of the Effective Date.

93. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon.

94. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

95. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Costs Award amongst Class Counsel and all other counsel for Plaintiffs. Defendant and Defendant's attorneys, insurers and reinsurers shall have no liability or other responsibility for allocation of any such Fee and Costs Award.

XI. Releases

96. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

97. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and/or related to the Released Claims that Plaintiffs, any Settlement Class Member or any Releasing Party, do not know or suspect to exist which, if known by him, her or it, might affect his, her or its agreement to release the Released

Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 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.

Upon the Effective Date, each of the Releasing Parties shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, which is/are similar, comparable or equivalent to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to fully, finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims that they may have, as that term is defined in this Paragraph.

98. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the

Released Claims. It is further agreed that this Settlement and the Final Approval Order may be pleaded as a complete defense to any proceeding subject to this section.

99. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not receive a Cash Payment and/or Credit Monitoring.

100. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

101. The power to enforce any term of this Settlement is not affected by the releases in this Section.

XII. Modification/Termination of Settlement

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

103. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section IV and

the Releases set forth in Section XII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

104. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

105. Additionally, Defendant shall have the sole option to terminate this Agreement if more than fifty (50) Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Paragraph within 10 days after receipt of the list of requests for exclusion from the Settlement Administrator, or the option to terminate shall be considered waived.

106. In the event this Agreement is terminated or fails to become effective, then this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's and Defendant's Counsel's obligations shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. The Parties shall further jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved; any discussions, offers or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose; the terms and provisions of this Agreement shall have no

further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose; and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. No Admission of Liability

107. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action and/or related to the Released Claims.

108. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

109. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed

or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

110. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

111. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIV. Miscellaneous Provisions

112. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this

Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

113. ***Deadlines.*** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the prior business day. All reference(s) to "days" in this Agreement shall refer to calendar days unless otherwise specified.

114. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

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

116. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

118. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

certify to the Court that they have met and conferred in an attempt to resolve the dispute.

119. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

121. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

122. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile, through email of a PDF or electronic signature platform such as DocuSign or AdobeSign shall be deemed an original.

123. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the

Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

124. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Mariya Weekes
MILBERG PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

John T. Mills
GORDON REES SCULLY MANSUKHANI LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004
jtmills@grsm.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

125. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent,

or contemporaneous, of this Agreement.

126. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

127. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

128. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

129. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL

Jeffrey Ostrow
Jeffrey Ostrow (Aug 26, 2026 11:21:46 EDT)

Dated: Aug 26, 2026

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes (Aug 26, 2026 11:56:50 EDT)

Dated: Aug 26, 2026

MARIYA WEEKES
MILBERG PLLC

BENWORTH CAPITAL PARTNERS LLC

DocuSigned by:
Henry Jimenez
A436C9B537F04D4...

Dated: August 27, 2026

Name: Henry Jimenez
Title: president

DEFENDANT'S COUNSEL (as to form only)

DocuSigned by:
2EC99E5F4B0647B...

Dated: August 27, 2026

JOHN T. MILLS
GORDON REES SCULLY MANSUHKHANI LLP

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database