

CAUSE NO. 24-DC-CV-2053

TREVOR BURGE, HOWARD LEBLANC,  
LUIS GONZALEZ, and CHRISTOPHER  
MOUTON on behalf of themselves and on  
behalf of all other similarly situated individuals,

Plaintiffs,

v.

MASON CONSTRUCTION, LLC,

Defendant.

DISTRICT COURT OF  
JEFFERSON COUNTY, TEXAS  
136<sup>th</sup> JUDICIAL DISTRICT

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 24), and Mason Construction, LLC (“Mason Construction” or “Defendant”) (collectively the “Parties”), in the action *Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton v. Mason Construction LLC*, Cause No. 24-DC-CV-2053 filed on October 15, 2024, in the District Court of Jefferson County, Texas 136th Judicial District (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 27), upon and subject to the terms and conditions below.

**RECITALS**

WHEREAS, Plaintiff Trevor Burge filed a putative class action lawsuit against Mason Construction on October 15, 2024 (Cause No. 24-DC-CV-2053) (“*Burge* Action”); Plaintiff Howard LeBlanc filed a putative class action lawsuit against Mason Construction on October 15, 2024 (Cause No. 24-DC-CV-2062) (“*LeBlanc* Action”); Plaintiff Luis Gonzalez filed a putative class action lawsuit against Mason Construction on October 22, 2024 (Cause No. 24-DC-CV-2081) (“*Gonzalez* Action”); and Plaintiff Christopher Mouton filed a putative class action lawsuit against Mason Construction on January 14, 2025 (Cause No. 25-DC-CV-0071), all related to a cybersecurity incident that Defendant discovered in January 2024 (the “Data Incident”);

WHEREAS, Plaintiffs Trevor Burge, Howard LeBlanc, and Luis Gonzalez filed a Motion to Consolidate the *Burge* Action, the *LeBlanc* Action, and the *Gonzalez* Action and Appoint Interim Class Counsel on January 31, 2025.

WHEREAS, this Court consolidated the *Burge* Action, the *LeBlanc* Action, and the *Gonzalez* Action on February 4, 2025, and appointed Kennedy M. Brian of Federman & Sherwood and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP as interim co-lead class counsel.

WHEREAS, Plaintiffs Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton filed a Consolidated Class Action Petition against Mason Construction in the District Court of Jefferson County, Texas in the 136th Judicial District;

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

WHEREAS, the Parties exchanged informal discovery and engaged in extensive arm's-length settlement negotiations before the Parties reached an agreement on the essential terms of settlement;

WHEREAS, the Parties recognize the outcome of the Action, and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident, by or on behalf of Plaintiffs and the Settlement Class, without any admission of liability or wrongdoing. The Parties intend this Agreement to bind Plaintiffs, Mason Construction, and all Settlement Class Members.

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

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

**I. DEFINITIONS**

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

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

2. “**Alternative Cash Payment**” means the cash payment of Fifty-Five Dollars and Zero Cents (\$55.00) that Settlement Members can claim in lieu of a claim for Extraordinary Losses, Ordinary Losses, and Lost Time, as set forth in Paragraph 43(d).

3. “**Claim Form**” means the form(s) Participating Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for Extraordinary Losses, Ordinary Losses, Credit Monitoring Services, Lost Time reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit 3**, or form(s) approved by the Court substantially similar to **Exhibit 3**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

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

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

6. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

7. “**Court**” means the District Court of Jefferson County, Texas, 136th Judicial District.

8. “**Credit Monitoring Services**” means the credit monitoring services provided by a third party described in Paragraph 42, which includes two (2) years of one-bureau credit monitoring and One Million Dollars and Zero Cents (\$1,000,000.00) in identity theft protection insurance, among other features.

9. “**Defendant’s Counsel**” means David Ross of Wilson Elser Moskowitz Edelman & Dicker, LLP.

10. “**Effective Date**” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit 4**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review by any court whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and

Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Expenses or Service Award to Class Representatives shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

11. “**Extraordinary Losses**” means unreimbursed, documented monetary losses stemming from fraud or identity theft as a result of the Data Incident between January 6, 2024 and the Claims Deadline. Settlement Class Members may recover Extraordinary Losses up to Five Thousand Dollars and Zero Cents (\$5,000.00) per person with third-party documentation, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred on or after January 6, 2024 through the Claims Deadline; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

12. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and Litigation Costs and Expenses in connection with this Action, but not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

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

14. “**Final Approval Order and Judgment**” means an order and judgment substantially in the form attached hereto as **Exhibit 5** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Texas Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

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

16. “**Lost Time**” means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of three (3) hours at a rate of Twenty-Five Dollars and Zero Cents (\$25.00) per hour, supported by an attestation that the activities were related to the Data Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 43.

17. “**Notice**” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit 1** (“Short Form Notice”) and **Exhibit 2** (“Long Form Notice”)

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

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

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

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

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

23. “**Ordinary Losses**” means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between January 6, 2024 and the Claims Deadline, including, without limitations and by way of example, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Ordinary Losses is Five Hundred Dollars and Zero Cents (\$500.00), made under penalty of perjury. 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 the credit monitoring and identity theft protection product offered as part of the notification letter provided by Mason Construction or otherwise.

24. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 56.

25. “**Private Information**” includes, but is not limited to, names, Social Security numbers, driver’s license numbers, government-issued ID numbers, financial information, medical information, and health insurance information. The term “Private Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “**Preliminary Approval Order**” means a proposed order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Texas Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form attached hereto as **Exhibit 4**.

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

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

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

30. “**Request for Exclusion**” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 56.

31. “**Data Incident**” means the cybersecurity incident discovered by Defendant in January 2024, and as described in Plaintiffs’ Consolidated Class Action Petition.

32. “**Service Award**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this Action as set forth in Paragraph 70. The Service Award payment is not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each of the four (4) named Plaintiffs, which is in addition to any Settlement Class Member Benefit to which the Settlement Class Representatives may be entitled as Settlement Class Members.

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

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

35. “**Settlement Class**” means all individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. Defendant represents that the Settlement Class consists of approximately 6,035 individuals.

36. “**Settlement Class Counsel**” means William B. Federman of Federman & Sherwood and Leigh S. Montgomery of EKSM, LLP.

37. “**Settlement Class List**” means the list of the full names, current addresses, email addresses, and last known phone numbers for Settlement Class Members Defendant used to inform individuals of the Data Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within twenty (20) days of entry of the Preliminary Approval Order.

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

39. “**Settlement Class Representatives**” mean Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton.

40. “**Settlement Payment**” or “**Settlement Check**” means the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 45.

41. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

## **II. SETTLEMENT BENEFITS AND REIMBURSEMENT**

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services, which will include two (2) years of credit monitoring through one (1) of the three (3) major credit bureaus (Equifax, Experian, or TransUnion) and One Million Dollars and Zero Cents (\$1,000,000.00) in identity theft protection insurance, among other features. Settlement Class Members may claim both a Cash Benefit (as delineated in Paragraphs 43(a)–(d)) and Credit Monitoring Services. The Parties agree that any identity theft protection insurance as part of the Credit Monitoring Services is provided by and through a third party. The Parties agree that Defendant shall have no obligation to assist in any way beyond the payment for provision of the Credit Monitoring Services, which includes any identity theft protection insurance. Defendant does not warrant recovery under, or validity of any such insurance or other benefit provided by the third party, and the Parties agree that any and all efforts to utilize any benefit provided by the third party shall be the responsibility of the Participating Class Members.

43. **Cash Benefits.** Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose an Alternative Cash Payment.

- a. **Claims for Compensation of Extraordinary Losses** up to a total of Five Thousand Dollars and Zero Cents (\$5,000.00) per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members may elect to submit a claim for Extraordinary Losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- b. **Claims for Compensation of Ordinary Losses** up to a total of Five Hundred Dollars and Zero Cents (\$500.00) per Participating Settlement Class Member with third-party documentation. Ordinary losses would include, without limitation and by way of

example, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

- c. **Claims for Reimbursement for Lost Time** up to three (3) hours at a rate of Twenty-Five Dollars and Zero Cents (\$25.00) per hour (for a total of Seventy-Five Dollars and Zero Cents (\$75.00)) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident. Participating Class Members must submit a valid Claim Form attesting, under penalty of perjury, that the activities they performed were related to the Data Incident.
- d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of Fifty-Five Dollars and Zero Cents (\$55.00) in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, or Lost Time. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements. The cost of such enhancements has been or will be paid by Defendant separate and apart from all other settlement benefits. The estimated cost may be disclosed to the Court.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

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

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid subject to judicial oversight for clear error.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.
- d. The Settlement Administrator will determine to what extent documentation for Extraordinary Losses and Ordinary Losses and claims for Lost Time reimbursement reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Extraordinary Losses ,Ordinary Losses, and Lost Time reimbursement are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after January 6, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member

within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

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

**47. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties with an accounting of all Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. After receiving this accounting, Defendant's Counsel and Settlement Class Counsel shall have fourteen (14) days to challenge such calculation by first asking the Settlement Administrator to correct any perceived inaccuracies and, if the Settlement Administrator does not do so, by filing an appropriate motion with the Court on grounds the Settlement Administrator's determination(s) were clearly erroneous. Absent such a challenge, within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement. In the event that a motion challenging the accounting is so filed with the Court, the forty-five (45) day requirement to transmit funds shall be suspended (unless expressly otherwise agreed by the Parties or ordered by the Court) until final judicial resolution of the challenge (including any appeals).
- b. Payments issued by the Settlement Administrator for Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47, but in no case later than forty (40) days after receiving funds.

- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

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

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

51. **No Liability.** The Parties, Settlement Class Counsel, Defendant's Counsel, and the Released Parties shall not have any liability 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 management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

#### **IV. SETTLEMENT CLASS NOTICE**

52. **Timing of Notice.** Within twenty (20) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Class List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List. To the extent required under applicable law, the Settlement Administrator will execute any confidentiality agreement. Upon the completion of all settlement

administration activities and any appeal periods, the Settlement Administrator will either destroy or return all copies of the Settlement Class List. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

53. **Form of Notice.** The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit 1**. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

54. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for a Fee Award and Expenses, and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or by mail to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

55. **Cost of Notice and Administration.** Defendant will pay or cause to be paid to the Settlement Administrator the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44.

## **V. OPT-OUTS AND OBJECTIONS**

56. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in

accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

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

57. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses or service award by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name, email address, and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement

and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or email;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

## **VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

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

60. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 4**.

61. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit 5**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

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

### **VIII. MODIFICATION AND TERMINATION**

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

64. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect (other than determining, in the Court's sole discretion, the Fee Award and Expenses and Service Award in accordance with this Agreement) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Agreement; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court in a manner that cannot be cured through agreement of the parties (except with respect to the Fee Award and Expenses or Service Award). Defendant shall also have the right to terminate this Agreement if more than 2% of the Settlement Class Members opt-out of the Settlement; Defendant shall notify Class Counsel of its intent to so terminate the Agreement within ten (10) days after receiving the list of Opt Outs from the Settlement Administrator. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option.

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

In the event Defendant opts to terminate this Agreement pursuant to Paragraph 64, Defendant shall be obligated to pay all settlement expenses already incurred for notice and class administration. In the event Plaintiffs opt to terminate this Agreement pursuant to Paragraph 64, Plaintiffs shall be obligated to pay all settlement expenses already incurred for notice and class administration.

## **IX. RELEASES**

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

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

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

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

68. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

69. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including

Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

## **X. SERVICE AWARD PAYMENTS**

70. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for service awards not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per Class Representative (\$10,000 total). To the extent more than Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) in service awards is sought for each Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award payment, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay or cause to be paid the Court-approved Service Award to the Settlement Administrator for onward remittance to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of a Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the Settlement were negotiated.

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

## **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

72. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for fee award and Litigation Costs and Expenses, as well as a service award, to be paid by or on behalf of Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for a fee award and Litigation Costs and Expenses not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). If Settlement Class Counsel seeks a fee award and Litigation Costs and Expenses of more than Two

Hundred Fifty Thousand Dollars (\$250,000.00), Defendant reserves all rights to object and oppose such request. Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay or cause to be paid the Court-approved Fee Award and Expenses to the Settlement Administrator for onward remittance to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Expenses shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Expenses. The amount of the fee award and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

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

## **XII. NO ADMISSION OF LIABILITY**

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

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

### **XIII. MISCELLANEOUS**

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

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

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

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

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

81. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

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

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

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

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

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

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

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

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

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

William B. Federman  
Tex. Bar No. 00794935  
**FEDERMAN & SHERWOOD**  
4131 N. Central Expressway Suite 900  
Dallas, TX 75204  
Telephone: (800) 237-1277  
wbf@federmanlaw.com  
kpb@federmanlaw.com

Leigh S. Montgomery  
Texas Bar No. 24052214  
**EKSM LLP**  
4200 Montrose Blvd. Suite 200  
Houston, Texas 77006  
Telephone: (713) 554-2377  
Facsimile: (888) 276-3455  
lmontgomery@eksm.com

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

David Ross  
**WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP**  
1500 K Street, NW, Suite 330  
Washington, D.C. 20005  
202.626.7687 (Direct)  
703.915.3549 (Cell)  
202.626.7660 (Main)

202.628.3606 (Fax)  
david.ross@wilsonelser.com

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

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

**SIGNATURES**

**Trevor Burge**

By:  \_\_\_\_\_  
DocuSigned by:  
Trevor Burge  
6989DBB89E124A5...

Date: 12/15/2025 \_\_\_\_\_

**Howard LeBlanc**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Luis Gonzalez**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Christopher Mouton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Mason Construction LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

202.628.3606 (Fax)  
david.ross@wilsonelser.com

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

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

**SIGNATURES**

**Trevor Burge**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Howard LeBlanc**

By:  \_\_\_\_\_  
DocuSign Envelope ID: Dec 15, 2025 09:39:17 CST

Date: Dec 15, 2025  
\_\_\_\_\_

**Luis Gonzalez**

By:  \_\_\_\_\_  
DocuSign Envelope ID: Dec 15, 2025 17:38:42 EST

Date: Dec 15, 2025  
\_\_\_\_\_

**Christopher Mouton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Mason Construction LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

202.628.3606 (Fax)  
david.ross@wilsonelser.com

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

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**SIGNATURES**

**Trevor Burge**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Howard LeBlanc**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Luis Gonzalez**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Christopher Mouton**

By: Christopher P Mouton

Date: 12 / 19 / 2025

**Mason Construction LLC**

By: 

Date: 1/15/2026

**Approved as to form by:**

*Interim Lead Counsel for Plaintiffs and the Settlement Class*

By:   
\_\_\_\_\_  
William B. Federman

Date: 1/6/2026  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Leigh S. Montgomery

Date: Dec 15, 2025  
\_\_\_\_\_

*Counsel for Defendant*

By:   
\_\_\_\_\_  
David Ross

Date: Jan. 6, 2026  
\_\_\_\_\_

# **EXHIBIT 1**

Mason Construction Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

***Burge v. Mason Construction, LLC***  
Case No. 24-DC-CV-2053

**IF YOUR PRIVATE INFORMATION WAS  
IMPLICATED IN THE JANUARY 2024 MASON  
CONSTRUCTION, LLC, DATA INCIDENT, A  
PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS AND ENTITLE  
YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

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



First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

### Why am I receiving this notice?

A Settlement has been reached with Mason Construction, LLC (“Defendant”) in a class action lawsuit. The case is about the January 2024 cyberattack on Defendant’s computer systems (the “Data Incident”). Files containing private information may have been accessed. Defendant denies all the Plaintiffs’ claims and denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

### Who is included in the Settlement?

The Court has defined the class as: “All individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident.”

The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Class.

### What are the Settlement benefits?

You can claim two years of **Credit Monitoring** and one of two **Cash Payment** options.

**Option A:** If you have documented losses you can get back up to **\$500** for out-of-pocket expenses and up to **\$5,000** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to three hours (up to **\$75**).

**Option B:** *instead of any cash payments from Option A*, you can get a one-time **\$55** payment. Full details and instructions are available online.

### How do I receive a benefit?

If you are claiming reimbursement for documented losses or lost time, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Defendant for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

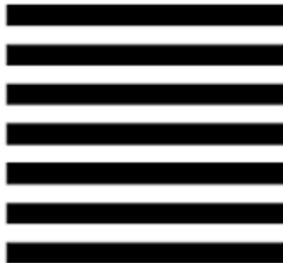
### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$250,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

**Mason Construction Data Incident Settlement**  
**c/o Settlement Administrator**  
**P.O. Box [PO Box Number]**  
**Santa Ana, CA 92799-9958**



**Mason Construction Data Incident Settlement**

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Login ID: «LoginID»

Mail no later than **[Claims Deadline]**.

PIN: «PIN»

Only one Claim Form per Class Member.

**INSTRUCTIONS:** Use this card to submit your claim for two years of **Credit Monitoring** and/or the \$55.00 **Alternative Cash Payment**.

To claim cash payments for out-of-pocket expenses, losses from identity theft or fraud, or lost time, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in two years of CyEx Identity Defense Complete credit monitoring.

Check this box to claim a one-time \$55.00 **Alternative Cash Payment Cash Payment**.

How would you like to be paid:

Check **one**:  PayPal  Venmo  Zelle  Check (sent to above address)

For digital payment options, please **PRINT** your email address

**LEGIBLY** on the line below and doublecheck that it is correct: \_\_\_\_\_

Notify us if your contact information is different from what is shown above,  
or changes after submitting this form.

## **EXHIBIT 2**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Burge v. Mason Construction, LLC*  
Case No. 24-DC-CV-2053  
District Court of Jefferson County, Texas

**IF YOUR PRIVATE INFORMATION WAS IMPLICATED IN THE JANUARY 2024 MASON CONSTRUCTION, LLC, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Mason Construction, LLC (“Mason Construction” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on Mason Construction’s computer systems that occurred in January 2024 (the “Data Incident”). Certain files that contained private information may have been accessed. These files may have contained personal information such as names; Social Security numbers; driver’s license numbers; government-issued ID numbers; financial information; medical information; and health insurance information.
- The lawsuit is called *Burge v. Mason Construction, LLC*, Case No. 24-DC-CV-2053. It is pending the District Court of Jefferson County, Texas (the “Action”).
- Mason Construction denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the Action (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Mason Construction’s records indicate that you are a Class Member and entitled to claim benefits under the Settlement. You may have received a previous notice directly from Mason Construction.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

## WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS .....	4
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THE LAWYERS REPRESENTING YOU .....	7
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT .....	8
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## Basic Information

### 1. Why was this Notice issued?

The District Court of Jefferson County, Texas, authorized this Notice. You have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Burge v. Mason Construction, LLC*, Case No. 24-DC-CV-2053. It is pending in the District Court of Jefferson County, Texas. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Mason Construction, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

The Action alleges that during the January 2024 cyberattack on Mason Construction's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; driver’s license numbers; government-issued ID numbers; financial information; medical information; and health insurance information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people who they allege have similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Trevor Burge; Howard LeBlanc; Luis Gonzalez; and Christopher Mouton. Everyone included in the Action are the Class Members.

### 4. Why is there a Settlement?

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

## Who is in the Settlement?

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

The Court has defined the Class this way: “All individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident.”

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

Yes. Excluded from the Class are: (1) Mason Construction and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Incident.

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

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

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

## The Settlement Benefits

### 7. What does the Settlement provide?

Mason Construction has agreed to pay, or cause to be paid, a number of different benefits. All Class Members may enroll in two years of **Credit Monitoring Services** and receive one of two **cash payment** options

**OPTION A:** Select one or more of the following benefits:

- Ordinary Losses (out-of-pocket expenses)
- Extraordinary Losses (losses due to identity theft or fraud)
- Lost Time

OR

**OPTION B:** Alternative Cash Payment

- Receive a one-time \$55.00 cash payment

**Credit Monitoring Services.** All Class Members are eligible to enroll in two years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file

- dark web scanning
- comprehensive public records monitoring

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

**CASH PAYMENT OPTION A.** You may claim one or more of the following reimbursement, if they apply to you:

**Ordinary Losses (out-of-pocket expenses).** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between January 6, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Extraordinary Losses (losses due to identity theft or fraud).** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

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

The losses must have occurred between January 6, 2024, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Lost Time.** Class Members who spent time responding to the Data Incident may claim up to three hours, at \$25.00 per hour, for a maximum of **\$75.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time, and check the attestation box.

## CASH PAYMENT OPTION B.

**Alternative Cash Payment.** *Instead of* any of the benefits in Option A, you may claim a one-time \$55.00 cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

## Submitting a Claim Form for a Settlement Payment

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

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

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

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

### 10. Are there any important Settlement payment deadlines?

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

### 11. When will the Settlement benefits be issued?

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

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

## The Lawyers Representing You

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

Yes, the Court has appointed attorneys William B. Federman of Federman & Sherwood and Leigh S. Montgomery of EKSM, LLP, to represent you and other Class Members (“Class Counsel”).

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

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

### 14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve \$250,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by Mason Construction.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Mason Construction.

## Excluding Yourself from the Settlement

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

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

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

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

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

- (1) the name of the Action: *Burge v. Mason Construction, LLC*, Case No. 24-DC-CV-2053, pending in the District Court of Jefferson County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Mason Construction Data Incident Settlement  
ATTN: Exclusion Request

[PO Box Number]  
Santa Ana, CA 92799-9958

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

## Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Action: *Burge v. Mason Construction, LLC*, Case No. 24-DC-CV-2053, pending in the District Court of Jefferson County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

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

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

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

## The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the District Court of Jefferson County, Texas, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide the amount Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

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

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

## If I Do Nothing

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

If you do nothing, you will not receive a benefit from this Settlement. You will also give up the rights described in **Question 8**.

## Getting More Information

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

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

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

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Mason Construction Data Incident Settlement  
c/o Settlement Administrator  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address]. **DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT.**

# **EXHIBIT 3**

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

**Burge v. Mason Construction, LLC**  
Case No. 24-DC-CV-2053  
District Court of Jefferson County, Texas  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident.”

**Excluded from the Settlement Class** are: (1) Mason Construction and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Incident.

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

**AVAILABLE BENEFITS**

Mason Construction has agreed to pay, or cause to be paid, a number of different benefits. All Class Members may enroll in two years of **Credit Monitoring Services** and receive **one** of two **cash payment** options

**OPTION A:** Select one or more of the following benefits:

- Ordinary Losses (out-of-pocket expenses)
- Extraordinary Losses (losses due to identity theft or fraud)
- Lost Time

**OR**

**OPTION B:** Alternative Cash Payment

- Receive a one-time \$55.00 cash payment

**Credit Monitoring Services.** All Class Members are eligible to enroll in two years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

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

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

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

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

***Burge v. Mason Construction, LLC***  
Case No. 24-DC-CV-2053  
District Court of Jefferson County, Texas  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

**CASH PAYMENT OPTION A.** You may claim one or more of the following reimbursements, if they apply to you:

**Ordinary Losses (out-of-pocket expenses).** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between January 6, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Extraordinary Losses (losses due to identity theft or fraud).** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

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

The losses must have occurred between January 6, 2024, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Lost Time.** Class Members who spent time responding to the Data Incident may claim up to three hours, at \$25.00 per hour, for a maximum of **\$75.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

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

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

***Burge v. Mason Construction, LLC***  
Case No. 24-DC-CV-2053  
District Court of Jefferson County, Texas  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

You must briefly describe how you spent this time, and check the attestation box.

**CASH PAYMENT OPTION B.**

**Alternative Cash Payment.** *Instead of* any of the benefits in Option A, you may claim a one-time **\$55.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

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

**You must submit your Claim Form online, by mail, or by email no later than [\[Claims Deadline\]](#).**

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





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

**Burge v. Mason Construction, LLC**  
Case No. 24-DC-CV-2053  
District Court of Jefferson County, Texas  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

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

**VI. ALTERNATIVE CASH PAYMENT**

Check this box if you want to claim a one-time \$55.00 cash payment.

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

**VII. PAYMENT SELECTION**

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

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

**VII. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

# **EXHIBIT 4**

CAUSE NO. 24-DC-CV-2053

TREVOR BURGE, HOWARD LEBLANC,  
LUIS GONZALEZ, and CHRISTOPHER  
MOUTON on behalf of themselves and on  
behalf of all other similarly situated individuals,

Plaintiffs,

v.

MASON CONSTRUCTION, LLC,

Defendant.

DISTRICT COURT OF  
JEFFERSON COUNTY, TEXAS  
136<sup>th</sup> JUDICIAL DISTRICT

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

This matter is before the Court for consideration of the Settlement Agreement filed [INSERT] (the “Settlement”) between and among Plaintiffs Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton (“Plaintiffs”) and Defendant Mason Construction, LLC (“Mason Construction” or “Defendant”) (collectively, the “Parties”), the Court’s Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), Plaintiffs’ Motion for Final Approval of the Class Action Settlement (“Motion for Final Approval”), Plaintiffs’ Motion for Fee Award and Expenses, and Plaintiffs’ Service Awards (“Motion for Fees, Expenses, and Service Awards”), and having held a Final Approval Hearing on [Date], having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor.<sup>1</sup>

**IT IS HEREBY ORDERED:**

1. Plaintiffs’ Motion for Final Approval and Plaintiffs’ Motion for Fees, Expenses,

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

and Service Awards are **GRANTED**.

2. This Order incorporates herein and makes a part hereof the Settlement Agreement (including its exhibits) (the “Settlement Agreement”) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Order.

3. The Court has subject matter jurisdiction over this matter, including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

#### **Certification of the Settlement Class**

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Settlement Class for settlement purposes only:

All individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident.

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

6. The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder

of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

7. Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton are designated and appointed as the Settlement Class Representatives.

8. William B. Federman of Federman & Sherwood and Leigh S. Montgomery of EKSM, LLP are appointed as Settlement Class Counsel. The Court finds that Settlement Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Notice to the Class**

9. The Court finds that the form, content, and method of giving notice to the Settlement Class: (a) constituted the best practicable notice to the Settlement Class; (b) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) were reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfied the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Settlement Class Members.

#### **Jurisdiction**

10. The Court finds it has personal and subject-matter jurisdiction over this matter, the

Parties, and all Settlement Class Members.

**Final Approval of the Settlement**

11. The Court has considered the objections (if any) to Plaintiffs' Motion for Final Approval and Motion for Fees, Expenses, and Service Awards. The Court is not persuaded by the objections (if any) and therefore overrules them.

12. The Court finds that the Settlement resulted from arm's-length negotiations between Settlement Class Counsel and Defendant.

13. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

14. The Court finds that Settlement Class Representatives and Settlement Class Counsel fairly and adequately represented the interests of Class Members in connection with the Settlement.

15. The Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its release, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

**Release**

16. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all Released Claims.

17. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, all Class Members, and Plaintiffs' Counsel from any and all claims based upon or arising

out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for claims related to the enforcement of the Settlement Agreement.

18. 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 the Settlement Agreement, and shall not include the claims of members of the Settlement Class who have timely excluded themselves from the Settlement Class, as listed in Exhibit A, attached hereto.

**Motion for Attorneys' Fees, Expenses, and Service Awards**

19. The Court awards Settlement Class Counsel attorneys' fees of \$ \_\_\_\_\_, reimbursement of costs and expenses in the amount of \$ \_\_\_\_\_, totaling \$ \_\_\_\_\_, and payment of Service Awards in the amount of \$2,500.00 to each of the Settlement Class Representatives. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement Agreement. Settlement Class Counsel, in their sole discretion, shall allocate and distribute the amount of the Fee Award and Costs awarded by the Court among Plaintiffs' counsel.

**Other Provisions**

20. Without affecting the finality of this Order in any way, the Court retains continuing jurisdiction over the Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

21. In the event the Effective Date does not occur, this Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have

no further force and effect with respect to the Parties and shall not be used in the Action 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 shall be treated as vacated, *nunc pro tunc*.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Honorable Judge Baylor Wortham  
Presiding Judge

# **EXHIBIT 5**

CAUSE NO. 24-DC-CV-2053

TREVOR BURGE, HOWARD LEBLANC,  
LUIS GONZALEZ, and CHRISTOPHER  
MOUTON on behalf of themselves and on  
behalf of all other similarly situated individuals,

Plaintiffs,

v.

MASON CONSTRUCTION, LLC,

Defendant.

DISTRICT COURT OF  
JEFFERSON COUNTY, TEXAS  
136<sup>th</sup> JUDICIAL DISTRICT

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This matter is before the Court for consideration of whether the settlement agreement executed by the Parties on \_\_\_\_\_ (the “Settlement Agreement,” memorializing the “Settlement”) should be preliminarily approved, the proposed settlement class (the “Settlement Class”) preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.<sup>1</sup> Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

(1) The Court provisionally certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was impacted in the Data Incident discovered by Mason Construction in January 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

This Settlement Class is provisionally certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Trevor Burge, Howard LeBlanc, Luis Gonzalez, and Christopher Mouton are designated and appointed as the Settlement Class Representatives.

(4) William B. Federman of Federman & Sherwood and Leigh S. Montgomery of EKSM, LLP are appointed as Settlement Class Counsel. The Court finds that Settlement Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

(5) Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

### **Final Approval Hearing**

(6) A Final Approval Hearing shall take place before the Court on \_\_\_\_\_, 2026, at \_\_\_ a.m./p.m., to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Tex. R. Civ. P. 24; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and the Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; and (e) the Application of Attorneys' Fees, Costs, and Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Settlement Class Counsel shall submit their Application of Attorneys' Fees, Costs, and Service Awards no later than 14 days before the last day of the Objection Period.

(8) Any Settlement Class Member that has not timely and properly excluded themselves from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude themselves from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

### **Administration**

(9) Simpluris is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by any Settlement

Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by or on behalf of Defendant as provided in the Settlement Agreement. Settlement Class Counsel and counsel for Defendant may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

**Notice to the Class**

(10) The Short Form Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1 through 3, satisfy the requirements of Tex. R. Civ. P. 42 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Settlement Class Counsel and counsel for Defendant. The Settlement Administrator is directed to carry out Notice and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Short Form Notice, Long Form Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

### **Exclusions from the Class**

(12) Any individual that wishes to be excluded from the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator, postmarked no later than 60 days after the Notice Deadline. The written notification must clearly manifest an intent to be excluded or opt-out of the Settlement and Settlement Agreement. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the Parties with copies of all requests for exclusion promptly upon receipt and a final list of all persons that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

### **Objections to the Settlement**

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court no later than 60 days after the Notice Deadline. For the objection to be considered by the Court, the written objection must include:

- (i) the objector's full name, mailing address, telephone number, and email address (if any);
- (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (iii) 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;
- (iv) 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 Attorneys' Fees, Costs, and Service Awards;
- (v) 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 5 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 5 years;

- (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (ix) the objector's signature (an attorney's signature is not sufficient).

(18) A written notice of objection must be mailed to the Settlement Administrator. Objections may also be electronically filed in the action's electronic docket on or before the Objection Deadline with service on Settlement Class Counsel, William B. Federman, Federman & Sherwood, 4131 N. Central Expressway, Ste. 900, Dallas TX 75204 and Defendant's Counsel, David Ross, Wilson Elser, LLP, 1500 K Street, NW, Ste. 330, Washington, DC 20005.

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

#### **Claims Process and Distribution Plan**

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit

a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and Judgment.

**Termination of the Settlement and Use of this Order**

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

(23) If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by

or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it/he/she may have in this action or in any other lawsuit or proceeding.

#### **Stay of Proceedings**

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

#### **Continuance of Final Approval Hearing**

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

#### **Actions By Settlement Class Members**

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

#### **Jurisdiction**

(27) The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

#### **Summary of Deadlines**

(28) The Settlement, as preliminarily approved in this Order, shall be administered

according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

<b>ACTION</b>	<b>DEADLINE</b>
Notice Deadline	30 days after entry of this Preliminary Approval Order
Motion for Fee Award and Expenses, and Plaintiffs' Service Awards	At least 14 days before the Objection Deadline and Opt-Out Deadline ends
Claims Deadline	90 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Final Approval Brief and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Commencement Date (i.e., 120 days after entry of this Preliminary Approval Order)]

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Honorable Judge Baylor Wortham  
Presiding Judge