

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

<b>TERESA BURTON, STACY CARLINGTON,</b>	)	
<b>STEPHEN DEITSCH, ROBIN STEWARD,</b>	)	
<b>and BRIANNA PHILLIPS, , individually and on</b>	)	
<b>behalf of all others similarly situated,</b>	)	<b>Case No. 2616-CV00873</b>
	)	
<b>Plaintiffs,</b>	)	<b>CLASS ACTION</b>
	)	
<b>v.</b>	)	
	)	
<b>BERMAN &amp; RABIN, P.A.,</b>	)	
	)	
<b>Defendant.</b>	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree that in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order and judgment, all claims of the Settlement Class against Defendant in connection with the Data Incident in the Action shall be fully settled and compromised upon the terms and conditions contained herein.

**I. BACKGROUND**

1. Defendant is a creditors' rights law firm that provides legal and debt collection services to financial institutions, lenders, and other commercial clients in Missouri and other states.

2. In the course of operating its business, Defendant collects, maintains, and stores Private Information pertaining to individuals who transacted with Defendant's clients.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

3. In July 2024, Defendant detected unauthorized access to certain of its information technology systems. Defendant subsequently determined that the Private Information of approximately 151,944 individuals may have been impacted in the Data Incident.

4. In or around January 2025, Defendant began notifying those individuals that their Private Information was potentially impacted in the Data Incident.

5. Thereafter, five putative class action lawsuits arising from the Data Incident were filed in the United States District Court for the District of Kansas, asserting similar claims on behalf of overlapping putative classes. The related lawsuits were consolidated into a single proceeding by order of the District of Kansas court on March 12, 2025.

6. In addition to consolidating the respective actions arising from the Data Incident, the District of Kansas court appointed interim co-lead class counsel pursuant to Federal Rule of Civil Procedure 23(g).

7. On May 12, 2025, Plaintiffs filed their consolidated class action complaint in the District of Kansas proceeding, asserting claims against Defendant for negligence/negligence *per se*, breach of third-party beneficiary contract, unjust enrichment, invasion of privacy, and declaratory judgment.

8. On December 18, 2025, Defendant filed a motion to dismiss Plaintiffs' consolidated class action complaint in the District of Kansas proceeding.

9. Considering the risk, expense, and delay of continued litigation, the Parties began discussing early resolution of the Action and jointly requested a stay of the District of Kansas case pending the outcome of settlement negotiations. The District of Kansas court entered an order staying the proceedings on August 11, 2025, and entered an order extending the stay on November 19, 2025.

10. To aid in settlement discussions, Plaintiffs requested, and Defendant produced informal discovery regarding the nature and cause of the Data Incident, the identity of the impacted individuals, issues related to damages, and available financial resources.

11. The Parties' negotiations were arms-length and took place over several months. They ultimately agreed to the material terms of the Settlement. During their discussions, they determined that jurisdiction was proper in state court. Consequently, Plaintiffs dismissed the federal case and re-filed the Action in state court.

12. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in Plaintiffs' complaints and the Data Incident as it relates to Defendant, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Action, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## **II. DEFINITIONS**

13. “**Action**” refers to the above-captioned action filed in the Circuit Court of Jackson County, Missouri at Independence, styled *Burton, et al. v. Berman & Rabin, P.A.*, Case No. 2616-CV00873.

14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement between Plaintiffs and Defendant, and all exhibits thereto.

15. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application to be made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and reimbursement for costs, and Service Awards for the Class Representatives.

16. “**Cash Payment**” means compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash, pursuant to Section V herein.

17. “**Cash Payment A – Documented Unreimbursed Losses**” means the cash compensation that Settlement Class Members with unreimbursed documented losses arising from the Data Incident may elect under the Settlement, consisting of a maximum payment of \$3,500.00 per Settlement Class Member, upon submission of a valid Claim Form and supporting third-party documentation, pursuant to Section V herein.

18. “**Cash Payment B – Alternate Cash**” means the *pro rata* alternate cash payment that Settlement Class Members may elect as a Settlement Class Member Benefit in the alternative to Cash Payment A – Documented Unreimbursed Losses, pursuant to Section V herein.

19. “**Claim**” means the timely submission of a Claim Form with any required support by a Claimant for Settlement Class Member Benefits.

20. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

21. “**Claim Form**” means the proof of claim the Settlement Class Members must submit to be eligible for Settlement Class Member Benefits under the terms of the Settlement, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

22. “**Claim Process**” means the process by which Claimants submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator and the Settlement Administrator determines the validity of the Claims .

23. “**Claim Form Deadline**” means the deadline for Settlement Class Members to submit Claim Forms pursuant to this Agreement, which is the date that is 15 days before the initial scheduled Final Approval Hearing.

24. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., John Heenan of Heenan & Cook, and Maureen Brady of McShane & Brady, LLC.

25. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator for Notice. The Class List shall include the Settlement Class Members’ names and postal addresses.

26. “**Class Representatives**” means those Plaintiffs the Court appoints to represent the Settlement Class in this Settlement.

27. “**Court**” means the 16th Circuit Court of Jackson County, Missouri at Independence and the Judge(s) assigned to the Action.

28. “**Credit Monitoring**” means two years of one-bureau of credit and identity theft monitoring services through a reputable third-party vendor to be agreed upon by the Parties, which Settlement Class Members may elect as a Settlement Class Member Benefit.

29. “**Data Incident**” means the unauthorized access to Defendant’s computer network resulting in the potential unauthorized acquisition of Settlement Class members’ Private Information and discovered by Defendant on or about July 8, 2024, which is the subject of the Action.

30. “**Defendant**” means Berman & Rabin, P.A., the defendant in the Action.

31. “**Defendant’s Counsel**” means Claudia D. McCarron of Mullen Coughlin LLC and Brett C. Randol of Rouse Frets White Goss Gentile Rhodes, P.C.

32. “**Effective Date**” means one day after the date when this Agreement becomes Final.

33. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. “**Final**” means each and every of the following conditions have occurred: (a) this Settlement Agreement has been fully executed by all Parties and their counsel; (b) the Court has entered the Preliminary Approval Order and the Final Approval Order; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, it has been finally concluded and no longer is subject to further review by any court, and has finally been resolved in a manner that affirms the Final Approval Order in all material respects. Notwithstanding the above, any order modifying or reversing any Service Awards or

award of attorneys' fees or costs shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

35. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

36. “**Final Approval Hearing**” means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Service Awards.

37. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be substantially in the form attached hereto as *Exhibit 5*. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel or Service Awards to the Class Representatives.

38. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

39. “**Motion for Final Approval**” means the unopposed motion Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including the Application for Attorneys’ Fees, Costs, and Service Awards.

40. “**Motion for Preliminary Approval**” means the motion Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

41. “**Net Settlement Fund**” means the amount that remains in the Settlement Fund following payment or allocation for payment of the following: (a) Settlement Administration Costs; (b) Court-awarded Service Awards to Class Representatives; (c) Court-awarded attorneys’

fees and costs to Class Counsel; (d) taxes and tax-related expenses; (e) Valid Claims for Credit Monitoring; and (f) Valid Claims for Cash Payment A – Documented Unreimbursed Losses

42. “**Notice**” means the Postcard Notice, Long Form Notice, and Claim Form that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, as well as the Settlement Website.

43. “**Notice Deadline**” means the date by which the Settlement Administrator must first mail notice to the Settlement Class pursuant to the Notice Program, which shall be 30 days after the Court has entered the Preliminary Approval Order.

44. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, and Claim Form, along with the Settlement Website.

45. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

46. “**Objection Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

47. “**Opt-Out Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

48. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

49. “**Plaintiffs**” means Teresa Burton, Stacey Carlington, Stephen Deitsch, Robin Steward, and Breanna Phillips, the plaintiffs in the Action.

50. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, which the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

51. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

52. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

53. “**Private Information**” means some combination of Settlement Class Members’ names, Social Security numbers, drivers’ license numbers, financial information (such as account numbers and credit or debit card numbers), medical information, and/or health insurance information stored within Defendant’s information technology systems at the time of the Data Incident.

54. “**Releases**” means the releases and waiver set forth in Section XII of this Agreement.

55. “**Released Claims**” means any and all past, present, and future claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Action or Related Actions, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class, arising out of, or relating to the Data Incident, and which have been asserted or could have been asserted based on the facts alleged in this Action or the Related Actions against any of the Released Parties (defined below) whether based on federal, state, local,

statutory, common law, or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which the Plaintiffs or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action or the Related Actions. Released Claims shall not include the right of Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action or Related Actions.

56. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and all of its present, future, or past direct or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries, and the owners, associates, employers, employees, agents, consultants, contractors, independent contractors, vendors, insurers, reinsurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, bankruptcy trustee(s), financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, directors, and general or limited partners thereof.

57. “**Releasing Parties**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

58. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement have been paid and Approved Claims to Participating Settlement Class Members have been made. The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent as a *cy pres* distribution to the Missouri Bar Foundation, which must be jointly proposed by the parties and approved by the Court.

59. “**Service Awards**” means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

60. “**Settlement Administrator**” means Simpluris, Inc., the third-party Notice and Claims administrator jointly selected by the Parties.

61. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and administration of the Settlement.

62. “**Settlement Class**” means all living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge’s immediate family, Court staff, and counsel for the Parties; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

63. “**Settlement Class Member**” means any member of the Settlement Class.

64. “**Settlement Class Member Benefits**” means the Cash Payment and/or Credit Monitoring forms of compensation that may be claimed by Settlement Class Members.

65. “**Settlement Fund**” means the non-reversionary common Settlement fund in the amount of \$980,000.00 to be paid by or on behalf of Defendant to resolve the claims of the Settlement Class in the Action, and to fund all relief to the Settlement Class as described herein pursuant to this Settlement, including Settlement Administration Costs, Service Awards, and attorneys’ fees and costs, and Settlement Class Member Benefits, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

66. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Postcard Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The URL of the Settlement Website must be agreed to by the Parties. The Settlement Website shall remain operable for 90 days after the Effective Date.

67. “**United States**” as used in this Settlement Agreement includes all States comprising the United States, the District of Columbia and all U.S. territories.

68. “**Unreimbursed Economic Losses**” means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation, including losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or identity theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

69. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. central standard time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

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

71. For purposes of determining membership in the Settlement Class, the Parties conditionally stipulate that Defendant has identified approximately 151,944 individuals who are Settlement Class Members who were sent a notice of the Data Incident.

#### IV. SETTLEMENT FUND

72. Within 30 days of Preliminary Approval and the provision of necessary payment information to the Defendant, including the name of payee, an appropriate Tax Form 1099, and mailing address, Defendant shall cause to be deposited the estimated preliminary Settlement Administration Costs into an Escrow Account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Class Counsel. Within 30 days of the Effective Date, Defendant shall cause to be deposited the remaining Settlement Fund monies into the Escrow Account. The Settlement Administrator shall provide its estimate of the preliminary Settlement Administration Costs, wiring instructions, mailing address, and a properly completed and duly executed IRS Form W-9 to Defendant's Counsel within five days of Preliminary Approval. In no event will Defendant pay more than the \$980,000.00 Settlement Fund amount under this Agreement. Following Defendant's payment of the Settlement Fund monies as described in this paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes or tax-related expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund. In the event there is no Final Approval, with the exception of any outstanding invoices that may be due to the Settlement Administrator, all monies remaining in the Settlement Fund shall revert to Defendant.

73. Provided the Final Approval Order is entered by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to pay all Valid Claims for Settlement Class Member Benefits, provided however, that the aforementioned

changes, amendments, or modifications do not alter the Release language in this Agreement, including any related definitions , and dismissal of the Action with prejudice.

74. The Settlement Fund shall be distributed in the following order: (a) payment of all Settlement Administration Costs; (b) payment of Service Awards to the Class Representatives approved by the Court; (c) payment of attorneys' fees and costs awarded by the Court to Class Counsel; and (d) payment of all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

75. The portion of the Settlement Fund used to pay Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims shall be distributed in the following order: (a) Valid Claims for Credit Monitoring; (b) Valid Claims for Cash Payment A – Unreimbursed Documented Losses; (c) Valid Claims for Cash Payment B – Alternate Cash. In the event the aggregate amount claimed for Credit Monitoring and Cash Payment A – Unreimbursed Documented Losses exceeds the remaining amount of the Settlement Fund following payment or allocation for payment of Settlement Administration Costs, Service Awards, and attorneys' fees and costs, then Valid Claims for Cash Payment A – Unreimbursed Documented Losses shall be proportionately reduced on a *pro rata* basis. All *pro rata* determinations required by this Agreement shall be performed by the Settlement Administrator.

76. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments from the Settlement Fund pursuant to this Agreement shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

77. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement and the Final Approval Order is rendered Final or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Agreement.

78. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

79. Taxes and tax-related expenses relating to the Settlement Fund, if any, shall be considered Settlement Administration Costs and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification

payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than \$1,999.00 fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (*i.e.*, capped at \$1,999.00 or withholding necessary taxes and sending the remainder to the Settlement Class Member).

#### **V. SETTLEMENT CONSIDERATION**

80. The following Settlement Class Member Benefits are available to Settlement Class Members who submit Valid Claims.

81. When submitting a Claim, Settlement Class Members must choose either Cash Payment A – Documented Unreimbursed Losses or Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will have released his or her claims against the Released Parties without receiving a Settlement Class Member Benefit. For the avoidance of doubt, in no event shall Defendant's obligations exceed the Settlement Fund as described in paragraphs 65 and 72 of this Agreement.

##### **a. Cash Payment A – Documented Unreimbursed Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for a maximum of \$3,500.00 per Claimant upon presentment of documented unreimbursed losses

resulting from fraud and/or identity theft related to the Data Incident. To receive payment for documented losses, a Settlement Class Member must elect Cash Payment A on the Claim Form and submit reasonable third-party documentation supporting the losses. This can include receipts or other documentation not “self-prepared” by the Claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. 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 Defendant or otherwise. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Cash Payment A – Unreimbursed Documented Losses reflect valid unreimbursed economic losses actually incurred that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant’s Counsel in making individual determinations. In assessing what qualifies as fairly traceable, the Parties agree to instruct the Settlement Administrator to consider whether the timing of the loss occurred on or after the date of the Data Incident. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement Class Member’s Claim is rejected by the Settlement Administrator for any other reason and the Settlement Class Member fails to cure, the Claim will be rejected and the Settlement Class Member’s Claim will be as if he or she elected Cash Payment B – Alternate Cash.

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a *pro rata* cash payment from the Net Settlement Fund, calculated by dividing the amount of the Net Settlement Fund by the number of Valid Claims for Cash Payment B – Alternate Cash. To receive this Settlement Class Member Benefit, Settlement Class Members must submit a Valid Claim electing Cash Payment B, and no documentation supporting the Claim is required.

**c. Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, all Settlement Class Members may also submit a Claim to receive to enroll in two years of Credit Monitoring, regardless of whether the Settlement Class Member submits a Claim for a Cash Payment. To make a Valid Claim for Credit Monitoring, the Claimant must provide a valid email address where he or she can receive the Credit Monitoring activation code. Within 30 days of the Effective Date, the Settlement Administrator shall send a Credit Monitoring activation code via email to each Settlement Class Member who submits a Valid Claim for Credit Monitoring. Credit Monitoring activation codes will be active for 180 days after the date of emailing, and may be used to activate the full term if used at any time during that 180-day period.

82. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

83. The Settlement Fund represents the total extent of Defendants' monetary obligations under the Settlement Agreement. Defendants' contribution to the Settlement Fund shall be fixed

under this Section and shall be final. Defendants shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in this Agreement.

84. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (a) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Program and the administration of the Settlement; (b) the management, investment or distribution of the Settlement Fund; (c) the formulation, design or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

## **VI. SETTLEMENT APPROVAL**

85. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within five days of the execution of this Agreement.

86. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Process and the Claim Form; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Jeff Ostrow, Mariya Weekes, Leanna A. Loginov, John Heenan, and Maureen Brady as Class Counsel for Settlement purposes; (g) appoint Plaintiffs as Class

Representatives; (h) appoint Simpluris as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

## **VII. SETTLEMENT ADMINISTRATOR**

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

88. The Settlement Administrator shall administer various aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, administering the Settlement Fund, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

89. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices upon request from Settlement Class Members and overseeing the Claim Process;
- b. Establish the Escrow Account and maintain the Settlement Fund in the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;

- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all opt-out requests from Settlement Class Members;
- h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for Cash Payments and Credit Monitoring, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Distribute Cash Payments from the Settlement Fund;
- k. Ensure Credit Monitoring redemption codes are disseminated to Settlement Class Members who elect Credit Monitoring;

l. Pay Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

90. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (a) 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; (b) the management, investment or distribution of the Settlement Fund; (c) the formulation, design or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by or fluctuations in the value of the Settlement Fund; or (f) the payment or withholding of any taxes and tax-related expenses.

#### **VIII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND OBJECTION PROCEDURES**

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

92. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

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

94. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The URL of the Settlement Website must be agreed to by the Parties in advance. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

95. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked on or before the Opt-Out Deadline.

The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), the title of the Action, and a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. .

96. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on or before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

97. For an objection to be considered by the Court, the objection must also set forth the following:

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

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

c. the number of times the objector has objected to a class action settlement within the five 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;

d. 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 the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

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

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

98. Class Counsel and/or Defendant's Counsel may conduct discovery on any objector or objector's counsel, including the taking of depositions and requesting documentation.

99. Failure to fully and strictly comply with the requirements herein will result in the Court overruling an objection.

100. The Settlement Administrator shall perform reasonable address traces for Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial scheduled Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

101. The Notice Program shall be completed in its entirety no later than 45 days before the initial scheduled Final Approval Hearing.

#### **IX. CLAIM PROCESS AND DISBURSEMENT OF SETTLEMENT CLASS MEMBER BENEFITS**

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

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

104. The Settlement Administrator shall collect, review, and evaluate each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall further verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator is authorized to contact any Claimant using the contact information indicated in the Claim Form to seek

clarification regarding a Claim prior to making a determination as to its validity. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

105. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate Claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

107. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting

required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 21 days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, or otherwise fails to cure the deficiency at the Settlement Administrator's sole discretion, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

108. Where a good faith basis exists, the Settlement Administrator shall reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class;

- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

110. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

112. No later than 60 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

113. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their form of payment on the Claim Form. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within 90 days of issuance. To the extent that a Settlement Check is not cashed within 90 days after the date of issue, the Settlement Administrator shall undertake the following actions: (a) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (b) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (c) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any Settlement checks reissued pursuant to this paragraph shall remain valid and negotiable for 60 days from the date of their issuance, and will become Remainder Funds if not cashed by the Settlement Class Members within that time.

114. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator shall reissue the Settlement check to the Settlement Class

Member's estate upon receiving proof the Settlement Class Member is deceased and consulting with Class Counsel.

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

116. The Settlement is designed to exhaust the Settlement Fund. However, in the event there are funds remaining in the Settlement Fund 150 days after the distribution of Cash Payments, or 30 days after all reissued Settlement checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, said funds attributable to unclaimed and undeliverable funds shall be treated as Remainder Funds and distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

#### **X. FINAL APPROVAL ORDER AND FINAL JUDGMENT**

117. Plaintiffs shall file their Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval and the Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

118. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for Settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

#### **XI. SERVICE AWARDS, ATTORNEYS' FEES AND COSTS**

119. **Service Awards.** In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,000.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator via wire transfer out of the Settlement Fund to Class Counsel within 30 days of the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

120. **Attorneys' Fees.** Class Counsel shall apply to the Court for an award of attorneys' fees of up to exceed 33.33% of the Settlement Fund (\$326,666.00), plus reimbursement of reasonable litigation costs. The attorneys' fees and costs awarded by the Court shall be paid out of the Settlement Fund to Class Counsel within 30 days of the Effective Date. Prior to the disbursement or payment of attorneys' fees and costs to Class Counsel, Class Counsel shall provide the Settlement Administrator a properly completed and duly executed IRS Form W-9.

121. This Settlement is not contingent on approval of Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were not negotiated until after the Parties reached agreement on all material terms 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 Attorneys' Fees, Costs, and Service Awards shall constitute grounds for termination of this Agreement.

## **XII. RELEASES**

122. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had Each Party expressly waives all rights under California Civil Code section 1542, 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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code §§ 1542, 1798.100, *et seq.*, and/or 17200 *et seq.* (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims, which include claims not known or discoverable by the Releasing Parties.

123. Members of the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

124. 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.

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

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

### **XIII. TERMINATION OF SETTLEMENT**

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

- a. Court approval of the Settlement consideration set forth in Section VI and the Releases set forth in Section XII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

129. If (a) the Court declines to issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur due to Court action; or (c) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days of

receipt of written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

130. In addition, in the event that the Settlement Administrator notifies Defendant's Counsel that 0.5% or more of the Settlement Class have filed valid opt-out requests, Defendant shall have the right to terminate this Agreement on seven days written notice to Class Counsel.

131. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

132. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

#### **XIV. EFFECT OF TERMINATION**

133. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the

Settlement 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.

134. Any orders preliminarily or finally approving the certification of the Settlement Class shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion in any other proceeding that is not this Action. Defendant's non-opposition to certification of the Settlement Class under this Agreement shall not be used or cited thereafter by any person or entity in any other proceeding that is not this Action, including in a contested proceeding relating to class certification.

135. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court, and all the Parties' respective pre-Settlement claims and defenses will be retained and preserved.

#### **XV. NO ADMISSION OF LIABILITY**

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

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

138. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by of any fault, liability, or wrongdoing of any kind.

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

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

## XVI. MISCELLANEOUS PROVISIONS

141. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all Settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

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

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

145. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

147. **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.

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

149. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

150. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be

resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

151. **Notices.** All notices provided for herein, shall be sent by email.

If to Plaintiffs or Class Counsel:

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If to Defendant or Defendant's Counsel:

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brandol@rousepc.com

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

152. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

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

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

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

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

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

*[signature pages follow]*

**CLASS COUNSEL** (for Plaintiffs)

*s/ Jeff Ostrow*

\_\_\_\_\_  
JEFF OSTROW  
KOPELOWITZ OSTROW P.A.

\_\_\_\_\_  
MARIYA WEEKES  
MILBEG PLLC

\_\_\_\_\_  
LEANNA A. LOGINOV  
SHAMIS & GENTILE P.A.

\_\_\_\_\_  
JOHN HEENAN  
HEENAN & COOK, PLLC

\_\_\_\_\_  
MAUREEN BRADY  
MC SHANE & BRADY, LLC

**DEFENDANT**

\_\_\_\_\_  
BERMAN & RABIN, P.A.

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

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

\_\_\_\_\_  
CLAUDIA D. McCARRON

\_\_\_\_\_  
BRETT C. RANDOL

**CLASS COUNSEL (for Plaintiffs)**

---

JEFF OSTROW  
KOPELOWITZ OSTROW P.A.

*Mariya Weekes*  
Mariya Weekes (Mar 9, 2026 18:20:50 EDT)

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MARIYA WEEKES  
MILBEG PLLC

---

LEANNA A. LOGINOV  
SHAMIS & GENTILE P.A.

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JOHN HEENAN  
HEENAN & COOK, PLLC

---

MAUREEN BRADY  
MC SHANE & BRADY, LLC

**DEFENDANT**

---

BERMAN & RABIN, P.A.

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

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

---

CLAUDIA D. McCARRON

---

BRETT C. RANDOL

**CLASS COUNSEL** (for Plaintiffs)

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KOPELOWITZ OSTROW P.A.

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*Leanna Loginov*

---

LEANNA A. LOGINOV  
SHAMIS & GENTILE P.A.

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JOHN HEENAN  
HEENAN & COOK, PLLC

---

MAUREEN BRADY  
MC SHANE & BRADY, LLC

**DEFENDANT**

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

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

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CLAUDIA D. McCARRON

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KOPELOWITZ OSTROW P.A.

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MILBEG PLLC

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LEANNA A. LOGINOV  
SHAMIS & GENTILE P.A.



---

JOHN HEENAN  
HEENAN & COOK, PLLC

---

MAUREEN BRADY  
MCSHANE & BRADY, LLC

**DEFENDANT**

---

BERMAN & RABIN, P.A.

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

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

---

CLAUDIA D. McCARRON

---

BRETT C. RANDOL

**CLASS COUNSEL (for Plaintiffs)**

---

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KOPELOWITZ OSTROW P.A.

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MARIYA WEEKES  
MILBEG PLLC

---

LEANNA A. LOGINOV  
SHAMIS & GENTILE P.A.

---

JOHN HEENAN  
HEENAN & COOK, PLLC

---

  
MAUREEN BRADY  
MC SHANE & BRADY, LLC

**DEFENDANT**

---

BERMAN & RABIN, P.A.

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

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

---

CLAUDIA D. McCARRON

---

BRETT C. RANDOL

**PLAINTIFFS**

  
Teresa Burton (Mar 9, 2026 17:31:22 CDT)  
\_\_\_\_\_  
TERESA BURTON

\_\_\_\_\_  
STACY CARLINGTON

\_\_\_\_\_  
STEPHEN DEITSCH

\_\_\_\_\_  
ROBIN STEWARD

\_\_\_\_\_  
BRIANNA PHILLIPS

**PLAINTIFFS**

---

TERESA BURTON



---

STACY CARLINGTON

---

STEPHEN DEITSCH

---

ROBIN STEWARD

---

BRIANNA PHILLIPS

**PLAINTIFFS**

---

TERESA BURTON

---

STACY CARLINGTON



---

STEPHEN DEITSCH

---

ROBIN STEWARD

---

BRIANNA PHILLIPS

**PLAINTIFFS**

---


TERESA BURTON

---

STACY CARLINGTON

---

STEPHEN DEITSCH

---

Robin Steward (Mar 27, 2026 11:51:52 EDT)

ROBIN STEWARD

---

BRIANNA PHILLIPS

**PLAINTIFFS**

---

TERESA BURTON

---

STACY CARLINGTON

---

STEPHEN DEITSCH

---

ROBIN STEWARD

Signed by:  
  
08303B47FF624C2...

---

BRIANNA PHILLIPS

**EXHIBIT 1**  
**Postcard Notice**

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

Burton, et al. v. Berman & Rabin, P.A.  
Case No. 2616-CV00873

IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY COMPROMISED IN THE JULY  
2024 BERMAN & RABIN, P.A. 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.



«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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

### Why am I receiving this notice?

A Settlement has been reached with Berman & Rabin, P.A. ("Berman & Rabin") in a class action lawsuit ("Settlement"). The case is about the July 2024 cyberattack on Berman & Rabin's computer systems (the "Data Incident"). Files containing Private Information were potentially accessed. Berman & Rabin denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit 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 living individuals in the United States who were sent a notice that their Private Information was potentially compromised in 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.

If you have third-party documented unreimbursed losses traceable to the Data Incident you can get back up to **\$3,500**.

*Instead of documented losses, you can get a one-time *pro rata* cash payment.*

Full details and instructions are available online and in the Long Form Notice.

### How do I receive a benefit?

File your claims online. 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 or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Berman & Rabin for the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and 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 of up to 33.5%; reimbursement of litigation costs; and \$2,000 as a Service Award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

**EXHIBIT 2**  
**Long Form Notice**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Burton, et al. v. Berman & Rabin, P.A.  
Case No. 2616-CV00873  
Circuit Court of Jackson County, Missouri

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE JULY 2024 BERMAN & RABIN, P.A., 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 Berman & Rabin, P.A. (“Berman & Rabin” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on Berman & Rabin's computer systems that occurred in July 2024 (the “Data Incident”). Certain files that contained Private Information were potentially accessed. These files may have contained personal information such as names; Social Security numbers; drivers’ license numbers; financial information; medical information; and/or health insurance information.
- The lawsuit is called Burton, et al. v. Berman & Rabin, P.A., Case No. 2616-CV00873. It is pending in the Circuit Court of Jackson County, Missouri at Independence (the “Litigation”).
- Berman & Rabin denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Berman & Rabin's records indicate that you are a Settlement Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from Berman & Rabin.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully and completely.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits 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.</p>	[REDACTED], 2025
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[REDACTED], 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits.	[REDACTED], 2025
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. 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 and released by this Settlement.	No Deadline

- [REDACTED]
- [REDACTED]

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION ..... 3  
 WHO IS IN THE SETTLEMENT ..... 4  
 THE SETTLEMENT BENEFITS..... 4  
 SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS ..... 6  
 THE LAWYERS REPRESENTING YOU ..... 6  
 OPTING OUT FROM THE SETTLEMENT ..... 7  
 COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7  
 THE COURT’S FINAL APPROVAL HEARING ..... 9  
 IF I DO NOTHING ..... 10  
 GETTING MORE INFORMATION ..... 10

### Basic Information

#### 1. Why was this Notice issued?

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

The lawsuit is called *Burton, et al. v. Berman & Rabin, P.A.*, Case No. 2616-CV00873. It is pending in the Circuit Court of Jackson County, Missouri at Independence. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Berman & Rabin, P.A., is called the “Defendant.”

#### 2. What is this lawsuit about?

This lawsuit alleges that during the July 2024 cyberattack on Berman & Rabin's computer systems, certain files that potentially contained Private Information were accessed. These files may have contained personal information such as names; Social Security numbers; drivers’ license numbers; financial information; medical information; and/or health insurance information.

#### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representatives are Teresa Burton; Stacey Carlington; Stephen Deitsch; Robin Steward; and Breanna Phillips. Everyone included in this Action are the Settlement 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 Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

### Who is in the Settlement?

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

The court has defined the Settlement Class this way: “All living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident.”

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

Yes. Excluded from the Class are: (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Berman & Rabin 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?

Berman & Rabin will establish a Settlement Fund of \$980,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Class Representatives, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

All Settlement Class Members may claim Credit Monitoring and one of two Cash Payment options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Settlement Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

**CASH PAYMENTS.** Settlement Class Members who have documented unreimbursed losses may a payment from Cash Payment A–Unreimbursed **Documented Losses**. Alternatively, Settlement Class Members may claim a one-time payment from Cash Payment B–Alternate Cash. You may claim only one total payment from these options.

Cash Payment A – Unreimbursed Documented Losses. If you incurred actual, documented unreimbursed out-of-pocket losses due to the Data Incident, you can get back up to \$3,500.00. The losses must have occurred between July 8, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- 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. Your personal certifications, declarations, or affidavits do **not** constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing 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.

-OR-

Cash Payment B–Alternate Cash. Instead of Cash Payment A, you may claim a one-time pro rata cash payment. The payment amount will be calculated by dividing the Net Settlement Fund by the number of valid and timely claims for Cash Payment B.

Once an estimate for how much this payment is available, it will be provided on the Settlement Website.

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: Berman & Rabin 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 Settlement Class?

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Berman & Rabin about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XII) describes the legal claims that you give up if you remain in the Settlement 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:

Berman & Rabin 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, 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?

© 2025 [Settlement Administrator] All rights reserved. This document is for informational purposes only and does not constitute an offer of legal advice. For more information, please contact your attorney or the Settlement Administrator.

© 2025 [Settlement Administrator] All rights reserved. This document is for informational purposes only and does not constitute an offer of legal advice. For more information, please contact your attorney or the Settlement Administrator.

## The Lawyers Representing You

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

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weekes of Milberg PLLC; Leanna A. Loginov of Shamis & Gentile, P.A.; John Heenan of Heenan & Cook; and Maureen Brady of McShane & Brady, LLC, to represent you and other Settlement 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 up to 33.33% as reasonable attorneys' fees plus reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

### Opting-Out 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 an Opt-Out Request.

If you opt-out, 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 opt-out. However, you will keep any rights you may have to sue Berman & Rabin on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is [Opt-Out Deadline].

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: Burton, et al. v. Berman & Rabin, P.A., Case No. 2616-CV00873, pending in the Circuit Court of Jackson County, Missouri at Independence;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" 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:

Berman & Rabin Data Incident Settlement  
ATTN: Exclusion Request  
[PO Box Number]  
Santa Ana, CA92799-9958

Your Opt-Out Request must be submitted and postmarked 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 Settlement 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 opted-out from the Settlement (see Question 15)

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

- (1) the name of the Litigation: Burton, et al. v. Berman & Rabin, P.A., Case No. 2616-CV00873, pending in the Circuit Court of Jackson County, Missouri at Independence;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five 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;
- (5) 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 the Application for Attorneys’ Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- (6) the number of times in which the objector’s counsel and/or the objector’s counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, 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 by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant’s Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	Berman & Rabin Data Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA92799-9958
Class Counsel	Counsel for Defendants
Jeff Ostrow Kopelowitz Ostrow P.A.	Claudia D. McCarron Mullen Coughlin LLC



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

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

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

### If I Do Nothing

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

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

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

### Getting More Information

## 21. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-~~XXX-XXX-XXXX~~
- By mail: Berman & Rabin 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**  
**Claim Form**

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Burton, et al. v. Berman & Rabin, P.A.  
Case No. 2616-CW00873  
Circuit Court of Jackson County, Missouri at Independence

DATA INCIDENT SETTLEMENT CLAIMFORM

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 living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident.”

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

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

## AVAILABLE BENEFITS

Berman & Rabin, P.A (“Berman & Rabin”) will establish a Settlement Fund of \$980,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

All Settlement Class Members may claim Credit Monitoring and one of two Cash Payment options. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Settlement Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

**CASH PAYMENTS.** Settlement Class Members who have documented unreimbursed losses may claim a payment from Cash Payment A–Unreimbursed Documented Losses. Alternatively, Settlement Class Members may claim a one-time payment from Cash Payment B–Alternate Cash. You may claim only one total payment from these options.

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]

Burton, et al. v. Berman & Rabin, P.A.  
Case No. 2616-CW00873  
Circuit Court of Jackson County, Missouri at Independence

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Cash Payment A—Unreimbursed Documented Losses. If you incurred actual, documented unreimbursed out-of-pocket losses due to the Data Incident, you can get back up to \$3,500.00. The losses must have occurred between July 8, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- 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. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing 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.

-OR-

Cash Payment B—Alternate Cash. Instead of Cash Payment A, you may claim a one-time pro rata cash payment. The payment amount will be calculated by dividing the Settlement Fund by the number of valid and timely claims.

Once an estimate for how much this payment is available, it will be provided on the Settlement Website.

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: Berman & Rabin 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 USING YOUR UNIQUE LOGIN ID AND PIN 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.

You must submit your Claim Form online or by mail no later than [Claims Deadline].

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



Your claim must be submitted online or postmarked by:

[Claims Deadline]

Burton, et al. v. Berman & Rabin, P.A  
Case No. 2616-CW00873  
Circuit Court of Jackson County, Missouri at Independence

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

II. CREDIT MONITORING

Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Financial Shield Complete.

III. CASH PAYMENT A—DOCUMENTED LOSSES

Check this box if you would like to claim reimbursement for documented unreimbursed losses due to identity theft or fraud. You can get back up to \$3,500.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.

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

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500
TOTAL CLAIMED:	

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

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



Your claim must be submitted online or postmarked by:

[Claims Deadline]

Burton, et al. v. Berman & Rabin, P.A.  
Case No. 2616-CW00873  
Circuit Court of Jackson County, Missouri at Independence

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

IV. CASH PAYMENT B – ALTERNATE CASH

Check this box if you want to claim a one-time pro rata cash payment. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.

V. 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: \_\_\_\_\_

Virtual Prepaid Card  
Email address, if different than you provided in Section 1: \_\_\_\_\_

Physical Check  
Payment will be mailed to the address provided in Section 1.

VI. 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**

## **Proposed Preliminary Approval Order**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

TERESA BURTON, STACY CARLINGTON,	)	
STEPHEN DEITSCH, ROBIN STEWARD,	)	
and BRIANNA PHILLIPS, , individually and on	)	
behalf of all others similarly situated,	)	Case No. 2616-CV00873
	)	
Plaintiffs,	)	CLASS ACTION
	)	
v.	)	
	)	
BERMAN & RABIN, P.A.,	)	
	)	
Defendant.	)	

**[PROPOSED] ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This case comes before the Court for hearing on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, which is subject to approval by the Court.

WHEREAS, after full consideration of the Parties’ Settlement Agreement and Plaintiffs’ Motion for Preliminary Approval, along with its supporting documents, and good cause appearing therefor pursuant to Missouri Rule of Civil Procedure 52.08,

IT IS HEREBY ORDERED as follows:

1. Capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class, and Defendant.
3. The Court orders that to effectuate the proposed Settlement and for settlement purposes only, this Action shall be maintained as a class action under Rule 52.08, subject to Final Approval of the Settlement, on behalf of the following Settlement Class:

All living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

4. The Court appoints Teresa Burton, Stacy Carlington, Stephen Deitsch, Robin Steward, and Breanna Phillips as Class Representatives.

5. The Court appoints Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., John Heenan of Heenan & Cook, and Maureen Brady of McShane & Brady, LLC as Class Counsel.

6. The Court appoints Simpluris, Inc. as Settlement Administrator.

7. The Court recognizes that, pursuant to the Agreement, should the Settlement not be finally approved, Defendant retains all rights to object to any future requests to certify a class. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

8. The Court preliminarily approves the Settlement of this Action as set forth in the Agreement as being fair, just, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below. The Court further finds the likelihood of Final Approval of the Settlement is sufficient to warrant notice to the Settlement Class as specified in the Agreement. There is good cause to find that the Settlement was negotiated with the assistance of an experienced

mediator and at arms-length between the Parties, who were each represented by experienced counsel.

9. For settlement purposes only, the Court finds that the Settlement Class as defined herein meets the requirements of Rule 52.08 as follows:

- a. The Settlement Class is sufficiently ascertainable;
- b. All Settlement Class Members have standing as the Petition alleges a sufficient concrete harm;
- c. Though not adopted by the Missouri Supreme Court, Fed. R. Civ. P. 23(e)(2) considers the following additional factors a court should consider when evaluating a class action settlement. *Cf. State ex rel. Union Planters Bank, N.A. v. Kendrick*, 142 S.W.3d 729, 735 n.5 (Mo. banc 2004) (interpretations of Fed. R. Civ. P. 23 may be considered in interpreting Rule 52.08). The relief proposed to be provided to the Settlement Class preliminarily appears adequate taking into account the factors stated in federal Rule 23(e)(2)(c), in that:
  - (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before the expenditure of much more significant costs in time and money by the Parties;
  - (2) the Settlement provides meaningful Cash Payments and other consideration to Settlement Class Members who submit Valid Claims;
  - (3) the terms of the proposed Application for Attorneys' Fees, Costs, and Service Awards appear reasonable; and
  - (4) there are no "side-deals" as part of this Settlement.

d. There are approximately 151,944 Settlement Class Members which is sufficiently numerous for purposes of Rule 52.08(a) and joining all of these parties into a single action would be impractical;

e. The Settlement Class Members assert common claims challenging Defendant's acts and omissions concerning the Data Incident through the same legal theories under Missouri law;

f. Plaintiffs' and Settlement Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs;

g. The Class Representatives have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the class and by vigorously litigating this case to its proposed conclusion;

h. The common questions related to Defendant's acts and omissions concerning the Data Incident predominate over any individual questions that might arise; and,

i. Class certification is superior to individual adjudication of the claims asserted here due to the similarities between the Settlement Class Members' claims and that managing those claims together would be significantly more efficient than litigating them separately.

10. The Court approves the Notice Program and Claim Process, including the Postcard Notice, Long Form Notice, and Claim Form (substantially in the form as Exhibits 1 through 3 to the Agreement), and finds the Notice accurately reflects the nature of the claims and the proposed Settlement, states the opt-out and objection procedures in clear language, and is reasonably and

practicably calculated to inform the Settlement Class of the pendency of the Action and their rights, among other things, to opt-out or object to the Settlement, and to attend the Final Approval Hearing. The Notice meets the requirements of Rule 52.08 and the requirements of due process. The Court further finds the procedure for dissemination of Notice in the manner described in the Agreement has a reasonable chance of reaching a substantial percentage of the Settlement Class and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material or are appropriate to update those documents for purposes of accuracy or formatting for publication.

11. The mailing and distribution of Notice as set forth in the Settlement Agreement shall proceed. The Settlement Administrator is authorized to mail the Postcard Notice, after the Notice is updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Settlement Class Members as provided in the Settlement.

12. The Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, whether favorable or unfavorable, unless such persons validly opt-out of the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by the terms of the Agreement.

13. As explained in the Long Form Notice attached to the Agreement as Exhibit 3, Settlement Class Members shall be entitled to exclude themselves at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked on or before the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class

Member and contain the requestor's name, address, telephone number, and email address (if any), the title of the Action, and a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

14. Any Settlement Class Member who has not requested to opt-out of the Settlement Class and who wishes to object to any aspect of the Settlement, including the amount of the attorney's fees and costs that Class Counsel intends to seek or the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with any supporting documentation, as set forth in the Settlement Agreement and this Preliminary Approval Order. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on or before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court.

15. To be valid, the objection must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five 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;
- d. 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 the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

16. Failure to fully and strictly comply with the requirements herein will result in the Court overruling an objection.

17. Only Settlement Class Members may object to the Settlement. Class Counsel and/or Defendant's Counsel may conduct discovery on any objector or objector's counsel, including the taking of depositions and requesting documentation. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

18. The Court hereby adopts the Settlement approval process as set forth in the Settlement.

19. In the event the Effective Date as defined in the Settlement does not occur, the Agreement, and this Preliminary Approval Order shall be deemed null and void and shall have no effect whatsoever. In such case, nothing in the Agreement or this Preliminary Approval Order shall be relied upon, cited as, constitute evidence of, or constitute an admission of liability or that class action certification is or may be appropriate in this action or any other matter.

20. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

21. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Settlement Class Members and anyone acting on behalf of any Settlement Class Member are barred and enjoined from: (a) further litigation in this Action; (b) instituting, filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or a class or collective action basis any action, claim or proceeding against Defendant or the Released Parties in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any

such claims from being extinguished; and/or, (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

22. The Final Approval Hearing is hereby scheduled to be held before the Court on \_\_\_\_\_, 2026, at \_\_\_\_\_. The purpose of the Final Approval Hearing will be as follows:

- a. To determine whether the proposed Settlement of this Action, as set forth in the Motion for Preliminary Approval, should be approved as fair, reasonable, and adequate to the Settlement Class, and whether a Final Approval Order approving of the Settlement should be entered;
- b. To consider Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards; and
- d. To rule upon such other matters as the Court may deem appropriate.

23. The Final Approval Hearing may be switched to Zoom, or another virtual platform, postponed, adjourned, or continued by order of the Court. Notice of the postponement, adjournment or continuance of the hearing shall be posted on the Settlement Website. At or following the Final Approval Hearing, the Court may enter a Final Judgment that approves the Settlement and, in accordance with the Settlement, adjudicates the rights of all Settlement Class Members.

24. The Court hereby sets the following schedule of events:

Event	Date
<b>Notice Program Commences</b>	_____, 2026 (30 days following Preliminary Approval)
<b>Notice Program Complete</b>	_____, 2026 (45 days before initial scheduled Final Approval Hearing)

<b>Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards</b>	_____, 2026 (45 before initial scheduled Final Approval Hearing)
<b>Opt-Out Deadline</b>	_____, 2026 (30 days before initial scheduled Final Approval Hearing)
<b>Objection Deadline</b>	_____, 2026 (30 days before initial scheduled Final Approval Hearing)
<b>Claim Form Deadline</b>	_____, 2026 (15 days before initial scheduled Final Approval Hearing)
<b>Final Approval Hearing</b>	_____, 2026, at __:__.m.

IT IS SO ORDERED:

\_\_\_\_\_

Date

\_\_\_\_\_

Circuit Judge, Division \_\_

**EXHIBIT 5**

**Proposed Final Approval Order**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

TERESA BURTON, STACY CARLINGTON,	)	
STEPHEN DEITSCH, ROBIN STEWARD,	)	
and BRIANNA PHILLIPS, , individually and on	)	
behalf of all others similarly situated,	)	Case No. 2616-CV00873
	)	
Plaintiffs,	)	CLASS ACTION
	)	
v.	)	
	)	
BERMAN & RABIN, P.A.,	)	
	)	
Defendant.	)	

**[PROPOSED]**  
**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND**  
**APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

This case comes before the Court for hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement, which is subject to approval by the Court, due and adequate Notice having been given to the Settlement Class and the Court having considered the papers filed and proceedings in this matter and being fully advised.

WHEREAS, the Court preliminarily approved the Settlement Agreement on \_\_\_\_\_, 2026, finding the Settlement sufficient to warrant Notice to the Settlement Class;

WHEREAS, the Court conducted a Final Approval Hearing on \_\_\_\_\_, 2026.

WHEREAS, having duly considered the Motion for Final Approval and supporting memorandum of law and other materials presented with respect to the Settlement addressing the claims asserted in the Action under Missouri law,

The Court hereby finds that the Settlement is a fair, adequate, and reasonable resolution of a bona fide dispute in contested litigation.

NOW THEREFORE, after due deliberation, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms used in this Final Approval Order have the same meanings as those defined in Section II of the Settlement Agreement, which is attached as Exhibit A to the Motion for Final Approval. The terms of the Settlement are hereby incorporated by reference into this Final Approval Order.

2. This Court has jurisdiction over the subject matter of this Action and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. This Final Approval Order is binding on the Settlement Class as defined in the Settlement.

4. The Settlement was negotiated at arm's length and is fair, reasonable, and adequate; is in the best interests of the Settlement Class; provides adequate relief to the Settlement Class; treats Settlement Class Members equitably; and should be, and hereby is, approved, especially in the light of the benefits to the class accruing therefrom the discovery, investigation, and litigation conducted by Class Counsel prior to the proposed Settlement, and the complexity, expense, risks and probable protracted duration of further litigation.

5. Likewise, the Settlement has the support of Class Counsel and Defendant's Counsel, both of whom have significant experience representing parties in the complex class actions.

6. The Court finally approves the Settlement Agreement and the Settlement claims brought in the above-captioned Action under the terms of that Agreement.

7. The Claim Process and formula for allocation of Settlement Class Member Benefits as set forth in the Settlement is approved as fair, equitable, and reasonable measures for calculating and distributing Settlement payments to the Class Representatives and the Settlement Class.

8. The Court finds adequate Notice of the Settlement was given to the Settlement Class Members pursuant to the terms of the Preliminary Approval Order. The Notice that was disseminated to the Settlement Class adequately informed the Settlement Class of the terms of the Settlement, the type of relief available, the process available to them to submit a Claim, their right to request exclusion from the Settlement and pursue their own remedies, and their opportunity to submit objections and appear and be heard at the Final Approval Hearing. The Notice also adequately informed Settlement Class Members of additional resources available to obtain further information, including the identity of Class Counsel and how to contact the Court-approved Settlement Administrator. The Court finds the Notice Program satisfied the requirements of Missouri Rules of Civil Procedure 52.08(c)(2) and 52.08(e).

9. The Court held a Final Approval Hearing at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

10. The Court finally certifies, for settlement purposes only, the Settlement Class:

All living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff, and counsel for the Parties; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

11. The individuals who are listed on *Exhibit A* to this Final Approval Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Approval Order.

12. The Court finds that no Settlement Class Member objected to the Settlement. The absence of any objections to the Settlement by Class Members supports approval of the Settlement.

13. For settlement purposes only, the Court confirms the appointment of Teresa Burton, Stacy Carlington, Stephen Deitsch, Robin Steward, and Breanna Phillips as Class Representatives.

14. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel and finds that they are experienced in class action litigation and have adequately represented the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., John Heenan of Heenan & Cook, and Maureen Brady of McShane & Brady, LLC.

15. With respect to the Settlement Class, the Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

16. The Court orders the Parties to the Settlement to perform their obligations thereunder. The terms of the Settlement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

17. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement are released against Defendant and the Released Parties.

18. The Court adjudges that Plaintiffs and all Settlement Class Members who have not opted-out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against Defendant and the Released Parties, as defined under the Settlement Agreement. The Released Claims specifically extend to claims that Plaintiffs and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Final Approval Order, the Agreement and the above-described Release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Released Parties may file the Agreement and/or this Final Approval order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiffs and all Settlement Class Members who did not validly and timely request exclusion from the Settlement are, for all purposes, conclusively and permanently barred and enjoined from commencing, prosecuting, asserting, filing, pursuing, continuing, seeking to reopen, and/or otherwise maintaining in any court or forum any of the Released Claims or any of the claims described in the Settlement against any of the Released Parties.

21. The Application for Service Awards in the amount of \$2,000.00 to each of the Class Representatives, who have adequately represented the Settlement Class, is hereby approved. The

Court specifically finds such amount to be reasonable in light of the services performed by the Class Representatives for the Settlement Class, including taking on the risks of litigation, participating in factual investigations and Settlement negotiations, and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Common Settlement Fund in accordance with the terms of the Settlement.

22. The Court approves payment of attorney's fees to Class Counsel in the amount of \$\_\_\_\_\_, which is equal to \_\_\_ percent of the Settlement Fund. including reimbursement of reasonable litigation costs. This amount shall be paid from the Settlement Fund accordance with the terms of the Settlement. Class Counsel has adequately represented the Settlement Class and has applied for an attorneys' fee award, based on a contingency fee from the common benefit created to settle this Action. A common benefit contingency fee of \_\_\_ % is reasonable in class action cases like the Action and is reasonable in this Action.

23. Neither this Final Approval Order, nor the Settlement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Approval Order is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any of the Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

24. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment of Dismissal.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and do not limit the rights of the Class Members.

IT IS SO ORDERED:

\_\_\_\_\_

Date

\_\_\_\_\_

Circuit Judge