

DAVID FONSECA, KAHYUN KIM,	)	
ROBERT SIMPLICIO, TERRY	)	Consolidated Case No.: VCU315048
MARSHALL, and RACHEL PRENDEZ,	)	
individually and on behalf of all others	)	[Related to and Consolidated with Case Nos.
similarly situated,	)	VCU315371,VCU315629, and VCU316879]
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
CHIMIENTI & ASSOCIATES,	)	
	)	
Defendant.	)	
	)	

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

1. Defendant is a managed general agency that provides employer-paid benefit solutions and management services.

2. On March 22, 2024, Defendant became aware of a cybersecurity incident that took place between March 22 and March 26, 2024, wherein an unauthorized actor viewed and/or copied data from an internal email account. The data accessed may have included the following information entrusted to Defendant in its provision of services: names, Social Security numbers, dates of birth, state-issued identification (such as driver's license or non-driver ID), financial account information, and health information.

3. On October 24, 2024, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Incident.

4. As a result, four lawsuits relating to the Data Incident were filed against Defendant in

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

1 this Court: *David Fonseca v. Chimienti & Associates*, Case No. VCU315048, filed on November 12,
2 2024 (the “*Fonseca Action*”), *Kahyun Kim v. Chimienti & Associates*, Case No. VCU315371, filed on
3 November 22, 2024 (the “*Kim Action*”), *Robert Simplicio v. Chimienti & Associates*, Case No.
4 VCU315629, filed on November 25, 2024 (the “*Simplicio Action*”), and *Terry Marshall v. Chimienti*
5 *& Associates*, Case No. VCU316879, filed on January 13, 2025 (the “*Marshall Action*”). Plaintiffs’
6 counsel in those actions conferred and collectively decided to work together to pursue the claims of
7 their respective Plaintiffs and the putative class of individuals impacted in the Data Incident.

8 5. On April 18, 2025, Plaintiffs moved to consolidate the *Fonseca*, *Kim*, *Simplicio*, and
9 *Marshall* Actions. On May 27, 2025, the Court granted Plaintiffs’ Motion to Consolidate.

10 6. On July 3, 2025, Plaintiffs filed their Consolidated Complaint alleging claims for
11 negligence and negligence *per se*, breach of third-party beneficiary contract, unjust enrichment,
12 violation of the California Consumer Privacy Act, Civ. Code § 1798.100, *et seq.*, violation of the
13 California Confidentiality of Medical Information Act Civ. Code § 56, *et seq.*, violation of the
14 California Customer Records Act Civ. Code § 1798.80, *et seq.*, and violation of the California Unfair
15 Competition Law Civ. Code § 17200, *et seq.*

16 7. In an effort to conserve resources for the benefit of those impacted in the Data Incident,
17 the Parties began discussing settlement and scheduled mediation with experienced mediator, Bruce
18 Friedman.

19 8. In advance of mediation, Plaintiffs consulted with liability and damage experts and
20 Defendant provided Plaintiffs with informal discovery including information related to, among other
21 things, the nature and cause of the Data Incident, the number of individuals impacted by the Data
22 Incident, and the specific type of information potentially accessed. Plaintiffs also provided Defendant
23 with informal discovery including information related to, among other things, the injuries/damages
24 allegedly sustained as a result of the Data Incident.

25 9. The Parties participated in mediation on October 27, 2025. After arms-length
26 negotiations between experienced counsel with the assistance of the mediator, the Parties reached
27 agreement on the materials terms of this class-wide Settlement.

28 10. The Parties now agree to settle the Action entirely, without any admission of liability

1 or wrongdoing, with respect to all Released Claims of the Releasing Parties.

2 11. Defendant has entered into this Agreement to resolve all controversies and disputes
3 arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and
4 expenses, distractions, burden, expense, and disruption to its business operations associated with
5 further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the
6 allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any
7 charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained
8 in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not
9 be offered or received in evidence in any action or proceeding in any court or other forum as an
10 admission or concession of liability or wrongdoing of any nature or for any other purpose other than
11 to enforce the terms of this Agreement.

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

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

19 **II. Definitions**

20 13. “**Action**” means the consolidated class action lawsuit entitled: *David Fonesca et al. v.*
21 *Chimienti & Associates*, Case No. VCU315048, pending in the Superior Court of the State of
22 California, County of Tulare.

23 14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement
24 Agreement.

25 15. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the
26 application made for an award of attorneys’ fees and reimbursement of Litigation Costs and Expenses
27 for Class Counsel, and Service Awards for the Class Representatives.

28 16. “**Cash Payment**” means compensation paid to Settlement Class Members who

submitted a Claim and elected Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash.

17. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum reimbursement of up to \$5,000.00 that Settlement Class Members who incurred Documented Losses may elect pursuant to Section V herein.

18. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit in that Settlement Class Members may elect pursuant to Section V herein.

19. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3* (and its corresponding Spanish translation), which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

21. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment and/or Credit Monitoring.

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

23. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

24. “**Class Counsel**” means Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad, LLP, Leigh S. Montgomery of EKSM, LLP, and Cassandra Miller of Strauss Borrelli PLLC.

25. “**Class List**” means the list of Settlement Class members’ names and postal addresses that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

26. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

27. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs on

1 July 3, 2025.

2 28. **“Court”** means the Superior Court of the State of California, County of Tulare and the
3 Judge(s) assigned to the Action.

4 29. **“Credit Monitoring”** means the two-year, one bureau of credit monitoring product
5 provided through the Settlement that Settlement Class Members may elect to receive pursuant to
6 Section V herein.

7 30. **“Data Incident”** means the cybersecurity incident that took place between March 22
8 and March 26, 2024, involving Defendant and resulting in the unauthorized access to or acquisition of
9 Settlement Class members’ Private Information.

10 31. **“Data Security Enhancements”** means specific actions or expenditures undertaken
11 by Defendant to enhance the overall security of Defendant’s information systems.

12 32. **“Defendant”** means Chimienti & Associates, the Defendant in the Action.

13 33. **“Defendant’s Counsel”** means John T. Mills of Gordon Rees Scully Mansukhani,
14 LLP.

15 34. **“Defendant’s Customers”** means every entity that provided Settlement Class
16 members’ Private Information that was subject to unauthorized access or acquisition in the Data
17 Incident to Defendant.

18 35. **“Documented Losses”** means the documented out-of-pocket costs or expenditures that
19 a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that
20 have not already been reimbursed by a third party, that Settlement Class Members may elect to receive
21 pursuant to Section V herein, up to \$5,000.00. Documented Losses are unreimbursed costs or
22 expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident
23 including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges
24 incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of a
25 Settlement Class Member’s personal information; (ii) costs incurred on or after March 22, 2024,
26 associated with purchasing or extending additional credit monitoring or identity theft protection
27 services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and
28 (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax,

1 postage, copying, mileage, and long-distance telephone charges.

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

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

10 38. “**Fee and Costs Award**” means the amount of attorneys’ fees and reimbursement of
11 Litigation Costs and Expenses awarded by the Court to Class Counsel.

12 39. “**Final Approval**” means the final approval of the Settlement, which occurs when the
13 Court enters the Final Approval Order, substantially in the form attached to the Motion for Final
14 Approval.

15 40. “**Final Approval Hearing**” means the hearing held before the Court during which the
16 Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees,
17 Costs, and Service Awards.

18 41. “**Final Approval Order**” means the final order the Court enters granting Final
19 Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***. The Final Approval
20 Order also includes the order(s), which may be entered separately, determining the amount of
21 attorneys’ fees and costs awarded.

22 42. “**Litigation Costs and Expenses**” means costs and expenses incurred by Class Counsel
23 in connection with commencing, prosecuting and settling the Action.

24 43. “**Long Form Notice**” means the long form notice of the Settlement, substantially in
25 the form attached hereto as ***Exhibit 2*** (and its corresponding Spanish translation), that shall be posted
26 on the Settlement Website and shall be available to Settlement Class members by mail on request
27 made to the Settlement Administrator.

28 44. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall

1 file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application
2 for Attorneys’ Fees, Costs, and Service Awards.

3 45. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with
4 the Court seeking Preliminary Approval of the Settlement.

5 46. **“Net Settlement Fund”** means the Settlement Fund after deductions for Settlement
6 Administration Costs, Taxes and Tax-Related Expenses, Fee Award and Costs, and Service Awards.

7 47. **“Non-Profit Residual Recipient”** means Electronic Privacy Information Center, or
8 another non-profit organization(s) as approved by the Court.

9 48. **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the
10 Court to approve in connection with the Motion for Preliminary Approval.

11 49. **“Notice Deadline”** means the last day by which Notice must issue to the Settlement
12 Class Members, which will occur 30 days after entry of the Preliminary Approval Order.

13 50. **“Notice Program”** means the methods provided for in this Agreement for giving
14 Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement
15 Website and toll-free Settlement telephone line.

16 51. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a
17 Settlement Class Member who has submitted an invalid Claim.

18 52. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval
19 Hearing, which is the date by which Settlement Class members must object to the Settlement in
20 accordance with paragraphs 99-100.

21 53. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval
22 Hearing, which is the date by which Settlement Class members must opt-out of the Settlement in
23 accordance with paragraph 98.

24 54. **“Party”** means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and
25 Defendant, collectively.

26 55. **“Plaintiffs”** means, David Fonseca, Kahyun Kim, Robert Simplicio, Terry Marshall,
27 and Rachel Prendez, the Plaintiffs in the Complaint.

28 56. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the

1 form attached hereto as **Exhibit 1** that the Settlement Administrator shall disseminate to Settlement
2 Class members by mail.

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

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

7 59. “**Private Information**” means information collected and/or maintained by Defendant,
8 including, but not limited to, some combination of names, Social Security numbers, dates of birth,
9 state-issued identification (such as driver’s license or non-driver ID), financial account information,
10 and/or health information.

11 60. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

12 61. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or
13 unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, liquidated or
14 unliquidated, existing or potential, suspected or unsuspected claims, demands, liabilities, rights, suits,
15 causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, costs,
16 losses, indemnities, attorneys’ fees, obligations, and/or remedies of any kind or description, whether
17 in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every
18 nature and description whatsoever, based on any federal, state, local, statutory or common law or any
19 other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged
20 facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations,
21 omissions or failures to act that the Releasing Parties had, have or may have, that have been or could
22 have been asserted in the Complaint, or that otherwise relate to or arise from the Data Incident, the
23 operative facts alleged in the Complaint, the alleged access, disclosure and/or acquisition of Settlement
24 Class Members’ Private Information in the Data Incident, the provision of notice to Settlement Class
25 Members of the Data Incident, Defendant’s information security policies and practices as they relate
26 to or arise from the Data Incident, and/or Defendant’s maintenance and/or storage of Private
27 Information as they relate to or arise from the Data Incident.

28 62. “**Released Parties**” means Defendant, Defendant’s Customers and each entity which

1 is controlled by, controlling or under common control with Defendant and/or Defendant's Customers
2 and each and every of their respective past, present, and future direct and indirect heirs, assigns,
3 associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments,
4 officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers,
5 reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and
6 trustees.

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

11 64. **"Request for Exclusion"** means a written communication by or on behalf of a
12 Settlement Class member in which he or she requests to be excluded from the Settlement Class in the
13 form and manner provided for in the Notice and the Preliminary Approval Order.

14 65. **"Residual Settlement Fund"** means any funds that remain in the Net Settlement Fund
15 after Cash Payments have been distributed and the time for cashing and/or redeeming Cash Payments
16 has expired. The Residual Settlement Fund will be sent to one or more Non-Profit Residual
17 Recipient(s).

18 66. **"Service Awards"** means the payment the Court may award the Plaintiffs for serving
19 as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs
20 as Settlement Class Members.

21 67. **"Settlement Administrator"** means Simpluris, Inc.

22 68. **"Settlement Administration Costs"** means all costs and fees of the Settlement
23 Administrator relating to Notice and Settlement administration including, without limitation, all
24 expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class
25 members, performing National Change of Address search(es) and/or skip tracing, processing claims,
26 determining the eligibility of any person to be a Settlement Class member, and administering,
27 calculating and distributing the Settlement Fund to Settlement Class members. Settlement
28 Administration Costs also includes all reasonable third-party fees and expenses incurred by the

1 Settlement Administrator in administering the terms of this Agreement.

2 69. “**Settlement Class**” means all living individuals residing in the United States whose
3 Private Information was impacted in the Data Incident. Excluded from the Settlement Class are all
4 persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the
5 Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class member who
6 timely and validly opted out of the Settlement.

7 70. “**Settlement Class Member**” means any member of the Settlement Class who has not
8 opted out of the Settlement.

9 71. “**Settlement Class member**” means all members of the Settlement Class.

10 72. “**Settlement Class Member Benefit(s)**” means Cash Payments and Credit Monitoring
11 that Settlement Class Members may elect to Claim pursuant to Section V herein.

12 73. “**Settlement Fund**” means the non-reversionary sum of \$650,000.00 that Defendant is
13 obligated to fund or cause to be funded under the terms of the Settlement, including any interest
14 accrued thereon after payment. This payment is the limit and extent of the monetary obligations of
15 Defendant and each entity which is controlled by, controlling or under common control with
16 Defendant and each and every of their respective past, present, and future direct and indirect heirs,
17 assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions,
18 departments, officers, directors, shareholders, members, agents, servants, employees, partners,
19 attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers,
20 administrators, executors, and trustees, with respect to this Agreement and the settlement of this
21 matter, other than the costs associated with the Data Security Enhancements.

22 74. “**Settlement Website**” means the website the Settlement Administrator will establish
23 as a means for the Settlement Class members to submit Claim Forms and obtain notice and information
24 about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval
25 Order, Long Form Notice (and its corresponding Spanish translation), Claim Form (and its
26 corresponding Spanish translation), Motion for Final Approval, Application for Attorneys’ Fees,
27 Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree
28 to post or the Court orders posted. The Settlement Website shall remain online and operable for at

1 least six months after Final Approval.

2 75. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and
3 similar charges imposed by a government authority (including any estimated taxes, interest or
4 penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect
5 of the Settlement Fund, including, without any limitation, any taxes that may be imposed upon
6 Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any
7 period while it is held in the Settlement Fund.

8 76. “**Unknown Claims**” means claims that could have been raised in the Action and/or
9 related to the Released Claims and that Plaintiffs, any Settlement Class Member or any Releasing
10 Party, do not know or suspect to exist which, if known by him, her or it, might affect his, her or its
11 agreement to release the Released Parties or the Released Claims or might affect his, her or its decision
12 to agree, object or not to object to the Settlement.

13 77. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is:
14 (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully
15 completed and executed, with all of the information requested in the Claim Form, by a Settlement
16 Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally,
17 subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline,
18 or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e)
19 determined to be valid by the Settlement Administrator. The Settlement Administrator may require
20 additional information from the Claimant to validate the Claim, including, but not limited to, answers
21 related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to
22 respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the
23 Claim is not a Valid Claim.

24 **III. Settlement Fund**

25 78. Within 15 days of entry of the Preliminary Approval Order, Defendant shall fund or
26 cause to fund the initial portion of the Settlement Fund in the amount of \$162,500.00 to the Escrow
27 Account.

28 79. Within 15 days of the Effective Date, Defendant shall fund or cause to fund the

1 remaining portion of the Settlement Fund in the amount of \$487,500.00 to the Escrow Account.

2 80. The payment amounts above are the limit and extent of the monetary obligations of
3 Defendant and each entity which is controlled by, controlling or under common control with
4 Defendant and each and every of their respective past, present, and future direct and indirect heirs,
5 assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions,
6 departments, officers, directors, shareholders, members, agents, servants, employees, partners,
7 attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators,
8 executors, and trustees, with respect to this Agreement and the settlement of this matter, other than the
9 costs associated with the Data Security Enhancements.

10 81. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within
11 the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow
12 Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class.
13 All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the
14 income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be
15 imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income
16 earned by the Escrow Account, for any period during which the Escrow Account does not qualify as
17 a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be
18 paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall
19 have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold
20 Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including,
21 without limitation, taxes payable by reason of any such indemnification).

22 82. The Settlement Fund shall be in an interest-bearing account. All interest earned on the
23 Settlement Fund shall be for the benefit of the Settlement Class.

24 83. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain
25 subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is
26 distributed pursuant to this Agreement or, in the event this Agreement is terminated in accordance
27 with its terms, the balance returned to Defendant.

28 84. Any amount remaining in the Residual Settlement Fund shall be paid to the Non-Profit

1 Residual Recipient in accordance with the terms of the Agreement. No amounts may be withdrawn
2 from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

3 85. The Parties and their respective counsel have made no representation or warranty with
4 respect to the tax treatment by Plaintiffs or any Settlement Class Member of any payment or transfer
5 made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Plaintiffs
6 and Settlement Class Members shall be solely responsible for the federal, state, and local tax
7 consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this
8 Agreement.

9 **IV. Certification of the Settlement Class**

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

18 **V. Settlement Consideration**

19 87. All Settlement Class Members may submit a Claim for one of two Cash Payment
20 options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash.
21 Additionally, all Settlement Class Members may elect to receive two years of Credit Monitoring.
22 Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release
23 their claims against Defendant without receiving a Cash Payment or Credit Monitoring.

24 **a. Cash Payment A – Documented Losses**

25 Settlement Class Members may submit a Claim for reimbursement upon presentment of
26 Documented Losses arising from or related to the Data Incident, up to a maximum of \$5,000.00.

27 Settlement Class Members who elect to submit a claim for reimbursement for Documented
28 Losses must provide to the Settlement Administrator the information required to evaluate the Claim,

1 including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting
2 their Claim; (3) a brief description of the documentation describing the nature of the loss, if the nature
3 of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member
4 has been reimbursed for the loss by another source. Documentation supporting Documented Losses
5 can include receipts or other documentation not “self-prepared” by the Settlement Class Member that
6 documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by
7 themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support
8 other submitted documentation. Settlement Class Members shall not be reimbursed for Documented
9 Losses if they have already been reimbursed for the same out-of-pocket losses by another source,
10 including compensation provided in connection with the identity protection and credit monitoring
11 services offered as part of the notification letter provided by Defendant(s) or otherwise.

12 The Settlement Administrator shall verify that each person who submits a Claim is a Settlement
13 Class Member. The Settlement Administrator shall have the sole discretion and authority to determine
14 whether and to what extent documentation for Documented Losses reflects valid Documented Losses
15 actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and
16 Defendants’ Counsel in making individual determinations. In assessing what qualifies as “fairly
17 traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing
18 of the loss occurred on or after March 22, 2024; and/or (ii) whether the Private Information used to
19 commit identity theft or fraud consisted of the same type of Private Information that was potentially
20 impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any
21 Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a
22 submitted Claim prior to making a determination as to its validity.

23 If a Settlement Class Member does not submit reasonable documentation supporting a Claim
24 for Documented Loss(es), or if their Claim is rejected by the Settlement Administrator for any reason,
25 and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash
26 Payment B – Alternate Cash.

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

2 In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may
3 elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the
4 submission of any supporting documentation. The Cash Payment B – Alternate Cash payment will be
5 a *pro rata* amount of the Net Settlement Fund. Cash Payment B – Alternate Cash will be subject to a
6 *pro rata* (a) increase from the Net Settlement Fund if the value of all Valid Claims is insufficient to
7 exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the value of
8 all Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro*
9 *rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement
10 Fund first for payment of Credit Monitoring, second for Cash Payment A – Documented Losses, and
11 third for Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases to Cash Payment B –
12 Alternate Cash will be on an equal percentage basis to each Settlement Class Member filing a Valid
13 Claim for Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid
14 Claim, the Settlement Class Member will release his or her claims without receiving a Settlement
15 Class Member Benefit. Notwithstanding any of the foregoing, however, under no circumstances shall
16 the Cash Payment B – Alternate Cash payment to Settlement Class Member(s) exceed One Hundred
17 Dollars and Zero Cents (\$100.00).

18 **c. Credit Monitoring**

19 In addition to electing a Cash Payment, Settlement Class Members may elect to receive two
20 years of one bureau Credit Monitoring. This shall be available to any Settlement Class Member
21 regardless of whether they previously received a credit monitoring product related to the Data Incident
22 or otherwise, and regardless of whether the Settlement Class Member submitted a Claim for Cash
23 Payment A – Documented Losses or Cash Payment B – Alternate Cash.

24 **d. Data Security Enhancements**

25 Defendant represents that, since the Data Incident, it has implemented the Data Security
26 Enhancements to further strengthen the security of its systems. The software license and deployment
27 costs, as well as the development and maintenance costs for the Data Security Enhancements are in
28 excess of \$75,000 annually. Data Security Enhancements include, for example:

- i. deploying Microsoft's Purview Data Loss Prevention system to assist in discovering and properly managing unstructured data;
- ii. deploying Microsoft's Purview Data Investigations system to equip the team with tools to better investigate and analyze data incidents;
- iii. upgrading the user training systems to allow for risk-based training;
- iv. upgrading the email gateway to a new, artificial intelligence-based system which has a higher success against customized spear phishing attacks; and
- v. investing in the creation of additional detection logic.

The costs of the Data Security Enhancements on the part of Defendant has been or shall be fully borne by Defendant, and under no circumstances will such costs be deducted from the Settlement Fund. Nothing about this Section shall create any rights to any present or future contractual or equitable remedy(ies) requiring any Defendant to make or maintain any particular Data Security Enhancement(s) and/or security processes or procedures in the future.

VI. Settlement Approval

88. Within 10 business days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant's Counsel.

89. The Motion for Preliminary Approval shall, among other things, request the Court to:

- (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable;
- (2) provisionally certify the Settlement Class for settlement purposes only;
- (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement;
- (4) approve the Claim Form and Claim Process;
- (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class members to object to the Settlement;
- (6) appoint Plaintiffs as Class Representatives and Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad, LLP, Leigh S. Montgomery of EKSM, LLP, and Cassandra Miller of Strauss Borrelli PLLC as Class Counsel for Settlement purposes;
- (7) stay the Action pending Final Approval of the Settlement; and
- (8) schedule a Final Approval Hearing for a time and date mutually

convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

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

VII. Settlement Administrator

91. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel and Defendant's Counsel 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.

92. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

93. The Settlement Administrator's duties include:

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

b. Establishing and maintaining the Settlement Fund and Escrow Account;

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

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

e. Establishing and maintaining 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. Responding to any mailed Settlement Class member inquiries;

- 1 g. Processing all opt-out requests from the Settlement Class;
- 2 h. Providing weekly reports to Class Counsel and Defendant’s Counsel that
3 summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent,
4 opt-out requests and objections received that week, the total number of opt-out requests and objections
5 received to date, and other pertinent information;
- 6 i. In advance of the Final Approval Hearing, preparing a declaration for the
7 Parties confirming that the Notice Program was completed in accordance with the terms of this
8 Agreement and the Preliminary Approval Order, describing how the Notice Program was completed,
9 indicating the number of Claim Forms received, the number of Claims for each form of cash Payment,
10 and the number of Claims for Credit Monitoring, providing the names of each Settlement Class
11 member who timely and properly requested to opt-out from the Settlement Class, indicating the
12 number of objections received, and other information as may be necessary to allow the Parties to seek
13 and obtain Final Approval;
- 14 j. Distributing, out of the Settlement Fund, Cash Payments by electronic means
15 or by paper check;
- 16 k. Ensuring the dissemination of emails to Settlement Class Members instructing
17 how to activate the Credit Monitoring product.
- 18 l. Paying Court-approved attorneys’ fees, costs, and Service Awards, out of the
19 Settlement Fund;
- 20 m. Paying Settlement Administration Costs out of the Settlement Fund following
21 approval by Class Counsel and Defendant’s Counsel;
- 22 n. Paying the Residual Settlement Fund (if any) to the Court-approved Non-Profit
23 Residual Recipient(s); and
- 24 o. Any other Settlement administration function at the instruction of Class
25 Counsel and Defendant or Defendant’s Counsel, including, but not limited to, verifying that the
26 Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring
27 access information have been properly distributed.
- 28

1 **VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

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

6 95. Within 30 days following entry of the Preliminary Approval Order, the Settlement
7 Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

8 96. The Postcard Notice shall include, among other information: a description of the
9 material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out
10 Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for
11 Settlement Class members to object to the Settlement and/or the Application for Attorneys' Fees, Costs
12 and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which
13 Settlement Class members may access this Agreement and other related documents and information.
14 The Settlement Administrator shall insert the correct dates and deadlines in the Notice before the
15 Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary
16 Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement
17 Administrator shall update the Settlement Website to reflect the new date. No additional notice to the
18 Settlement Class is required if the date or time for the Final Approval Hearing changes.

19 97. The Settlement Administrator shall establish the Settlement Website no later than the
20 day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website
21 makes available the Court-approved online Claim Form that can be submitted directly on the
22 Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement
23 Administrator.

24 98. The Long Form Notice also shall include a procedure for Settlement Class members to
25 opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to
26 review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-
27 out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out
28 to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The

1 opt-out request must be personally signed by the Settlement Class member and contain the requestor's
2 name, address, telephone number, and email address (if any), and include a statement indicating a
3 request to be excluded from the Settlement Class. Any Settlement Class member who does not timely
4 and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement
5 Class member does not submit a Valid Claim.

6 99. The Long Form Notice also shall include a procedure for Settlement Class Members to
7 object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and
8 the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain
9 the objection instructions. Objections must be filed with the Court, and sent by mail to Class Counsel,
10 Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the
11 Court, the relevant Settlement Class Member must submit the objection no later than the Objection
12 Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded
13 herself from the Settlement Class. An objection shall be deemed to have been submitted when posted
14 if received with a postmark date indicated on the envelope if mailed first-class postage prepaid.
15 Objections by mail postmarked later than the Objection Deadline are late and will not be considered
16 by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have
17 been submitted on the shipping date reflected on the shipping label.

18 100. For an objection to be considered by the Court, the objection must also set forth:
19 a. the name of the proceedings;
20 b. the objector's full name, mailing address, telephone number, and email address
21 (if any);
22 c. all grounds for the objection, accompanied by any legal support for the
23 objection known to the objector or objector's counsel;
24 d. a statement of whether the objection applies only to the objector, to a specific
25 subset of the class, or to the entire class;
26 e. the number of times the objector has objected to a class action settlement within
27 the 5 years preceding the date that the objector files the objection, the caption of each case in which
28 the objector has made such objection, and a copy of any orders related to or ruling upon the objector's

1 prior objections that were issued by the trial and appellate courts in each listed case;

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

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

11 h. a statement of whether the objector and/or his/her attorney(s) intend to appear
12 at the Final Approval Hearing;

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

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

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

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

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

26 **IX. Claim Form Process and Disbursement of Settlement Class Member Benefits**

27 102. The Notice and the Settlement Website will explain to Settlement Class Members that
28 they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

1 103. Claim Forms may be submitted online through the Settlement Website or through mail
2 by sending them to the Settlement Administrator at the address designated on the Claim Form.

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

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

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

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

1 required information, the Settlement Administrator may send a Notice of Deficiency explaining what
2 information is missing or inaccurate and needed to validate the Claim and have it submitted for
3 consideration. The Settlement Administrator shall notify the Claimant using the contact information
4 provided in the Claim Form. The additional information and/or documentation can include, for
5 example, answers to questions regarding the validity of the Claimant's physical or e-signature. A
6 Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency
7 is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice
8 of Deficiency and provide the required information. If the Claimant timely and adequately provides
9 the requested information and/or documentation, the Claim shall be deemed a Valid Claim and
10 processed by the Settlement Administrator. If the Claimant does not timely and completely provide
11 the requested information and/or documentation, the Settlement Administrator shall reduce or deny
12 the Claim unless Defendant and Class Counsel otherwise agree.

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

- 15 a. failure to fully complete and/or sign the Claim Form;
- 16 b. illegible Claim Form;
- 17 c. the Claim Form is fraudulent;
- 18 d. the Claim Form is duplicative of another Claim Form;
- 19 e. the Claimant is not a Settlement Class Member;
- 20 f. the Claimant submitted a timely and valid request to opt out of the Settlement
- 21 Class;
- 22 g. the person submitting the Claim Form requests that payment be made to a
- 23 person or entity other than the Claimant for whom the Claim Form is submitted;
- 24 h. failure to submit a Claim Form by the Claim Form Deadline; and/or
- 25 i. the Claim Form otherwise does not comply with the requirements of this
- 26 Settlement.

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

1 a. the Settlement Administrator shall have 30 days from the Claim Form Deadline
2 to approve or reject Claims;

3 b. a request for additional information by sending a Notice of Deficiency shall not
4 be considered a denial for purposes of this paragraph;

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

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

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

15 110. The Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and
16 reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination
17 of the Settlement Administrator, or any of its respective designees or agents, in connection with the
18 administration of the Settlement or otherwise; (ii) the management, investment or distribution of the
19 Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund;
20 (iv) the determination, administration, calculation or payment of any claims asserted against the
21 Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi)
22 the payment or withholding of any Taxes and Tax-Related Expenses.

23 111. The Settlement Administrator shall indemnify and hold harmless the Parties, Class
24 Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or
25 determination of the Settlement Administrator, or any of Settlement Administrator's designees or
26 agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the
27 management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms
28 of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or

1 payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations
2 in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related
3 Expenses.

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

7 113. The Settlement Administrator shall distribute the Settlement Class Member Benefits
8 no later than 45 days after the Effective Date.

9 114. Cash Payments to Settlement Class Members will be made by electronic payment or
10 by paper check, by sending Settlement Class Members with Valid Claims an email to select from
11 alternative forms of electronic payment or by paper check. Settlement Class Members will have a
12 period of 60 days to select their electronic payment(s) or to negotiate their paper check(s).

13 115. The Settlement Administrator will send an email to Settlement Class Members with
14 Valid Claims that include an election for Credit Monitoring with information on how to enroll in the
15 Credit Monitoring, including the activation code.

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

22 117. In the event the Settlement Administrator is unable to distribute funds to the person or
23 persons entitled to receive them due to incorrect or incomplete information provided to the Settlement
24 Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit
25 their entitlement right to the funds.

26 118. No portion of the Settlement Fund shall revert or be repaid to Defendant after the
27 Effective Date. In the event there are funds remaining in the Settlement Fund more than 240 days
28 following the date of distribution of Settlement payments to Settlement Class Members, 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 become residual funds and shall be distributed to the Non-Profit Residual Recipient(s), and the Settlement Class Member shall forfeit their entitlement right to the funds.

X. Final Approval Order and Final Judgment

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

120. 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, among other things:

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

1 **XI. Service Awards, Attorneys' Fees and Costs**

2 121. *Service Awards* – The Class Representatives may seek Service Awards of up to \$2,500
3 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the
4 Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow
5 Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective
6 Date.

7 122. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of
8 attorneys' fees of up to one-third (33.33%) of the Settlement Fund, plus reimbursement of reasonable
9 costs. The Fee and Costs Award approved by the Court shall be paid by the Settlement Administrator
10 out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days
11 of Effective Date.

12 123. This Settlement is not contingent on approval of the request for attorneys' fees, costs
13 or Service Awards, and if the Court denies the requests or grants amounts less than what were
14 requested, the remaining provisions of the Agreement shall remain in force. The provision for
15 attorneys' fees and costs and Service Awards was negotiated after all material terms of the Settlement.

16 124. The award of attorneys' fees and costs shall be paid to Class Counsel from the
17 Settlement Fund. Class Counsel, in their sole discretion, and based on their good faith judgment as to
18 the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall
19 allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs'
20 counsel. Defendant and the Released Parties shall not have any liability or other responsibility for
21 allocation of any such attorneys' fees, costs and expenses.

22 **XII. Releases**

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

27 126. The Released Claims include but is not limited to any state law or common law claims
28 arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under

1 California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or
2 California's Unfair Competition Law, California Civil Code section 17200 *et seq.* The Released
3 Claims also include the release of Unknown Claims. Upon the Effective Date, Plaintiffs shall be
4 deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by
5 law, the provisions, rights and benefits under Section 1542 of the California Civil Code, which
6 provides:

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

13 Upon the Effective Date, Plaintiffs shall also be deemed to have, and shall have, waived any and all
14 provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or
15 territory of the United States, by federal law(s), or principle of common law, or the law of any
16 jurisdiction outside of the United States, which is/are similar, comparable or equivalent to Section
17 1542 of the California Civil Code including, without limitation, California Civil Code § 1798.80 *et*
18 *seq.*, Montana Code Ann. § 28-1-1062, North Dakota Cent. Code § 9-13-02, and South Dakota
19 Codified Laws § 20-7-11. The Releasing Parties acknowledge that they may discover facts or law in
20 addition to or different from those they now know or believe to be true with respect to a Released
21 Claim (including Unknown Claims), but that it is their intention to fully, finally and forever settle and
22 release the Released Claims (including Unknown Claims).

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

1 this Settlement may be pleaded as a complete defense to any proceeding subject to this action.

2 128. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline
3 do not release their claims and will not obtain any benefits, including any Settlement Class Member
4 Benefit, under the Settlement.

5 129. To identify the Released Parties applicable to each Settlement Class Member, the
6 Settlement Administrator shall use the information provided in the Class Lists to identify the name of
7 each of the applicable Released Parties for that Settlement Class Member based on his or her
8 membership in the Settlement Class. The Class List shall be conclusive evidence of the Settlement
9 Class Members that have Released Claims for Defendant.

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

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

18 **XIII. Modification/Termination of Settlement**

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

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

- 28 a. Court approval of the Settlement consideration set forth in Section V and the

1 Releases set forth in Section XIII of this Agreement;

2 b. the Court has entered the Preliminary Approval Order;

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

6 d. the Effective Date has occurred.

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

10 Additionally, Defendant shall have the sole option to terminate this Agreement if more than
11 50 Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel and the
12 Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end
13 of the Opt-Out Period and receipt of the list of Requests for Exclusion from the Settlement
14 Administrator, or the option to terminate shall be considered waived.

15 135. In the event this Agreement is terminated or fails to become effective, then this
16 Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and
17 Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and
18 the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this
19 Agreement. The Parties shall further jointly file a status report in the Court seeking to reopen the
20 Action and all papers filed. In such event, all of the Parties' respective pre-Settlement rights, claims,
21 and defenses will be retained and preserved; any discussions, offers, or negotiations associated with
22 this Settlement shall not be discoverable or offered into evidence or used in the Action or any other
23 action or proceeding for any purposes; and the terms and provisions of this Agreement shall not be
24 used in this Action or in any other action or proceeding for any other purpose, and any order entered
25 by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro*
26 *tunc*.

27 136. In the event this Agreement is terminated or fails to become effective, all funds in the
28 Settlement Fund shall be promptly returned to Defendant consistent with the respective contributions

1 as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class
2 Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

3 **XIV. No Admission of Liability**

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

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

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

25 139. Neither the Settlement, nor any act performed or document executed pursuant to or in
26 furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or
27 evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any
28 wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as,

1 an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or
2 in any proceeding in any court, administrative agency, or other tribunal.

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

8 **XV. Miscellaneous Provisions**

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

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

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

28 144. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith

1 to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things
2 reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

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

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

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

21 150. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement,
22 and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action,
23 proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by
24 negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all
25 questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of
26 the agreement to render services in connection with this Settlement, the Settlement Administrator shall
27 consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the
28 enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any

1 of the Released Claims and from pursuing any Released Claims against the Released Parties at any
2 time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

5 If to Plaintiffs or Class Counsel:

6 Kristen Lake Cardoso
7 **KOPELOWITZ OSTROW P.A**
8 One West Las Olas Blvd.
9 Suite 500
Fort Lauderdale, Florida 33301
cardoso@kolawyers.com

10 Tyler J. Bean
11 **SIRI & GLIMSTAD, LLP**
12 745 Fifth Avenue
13 Suite 500
New York, NY 10151
tbean@sirillp.com

14 Leigh S. Montgomery
15 **EKSM, LLP**
16 1105 Milford Street
Houston, Texas 77006
lmontgomery@eksm.com

17
18 Cassandra Miller
19 **STRAUSS BORRELLI PLLC**
20 980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
cmiller@straussborelli.com

21 If to Defendant or Defendant's Counsel:

22 John T. Mills
23 **GORDON REES SCULLY MANSUKHANI**
24 1 Battery Park Plaza, 28th Floor
New York, NY 10004
jtmills@grsm.com

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

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

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

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

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

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

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

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 and the Releases, and fully understands the effect of this Agreement and the Releases.

SIGNATURES OF THE PARTIES

PLAINTIFFS:

David Fonseca
David Fonseca (Mar 16, 2026 16:13:22 PDT)

Date: Mar 16, 2026

David Fonseca

Date: _____

Kahyun Kim

Date: _____

Robert Simplicio

Date: _____

Terry Marshall

Rachel P
Rachel P (Mar 17, 2026 12:56:28 PDT)

Date: Mar 17, 2026

Rachel Prendez

CLASS COUNSEL:

Kristen Lake Cardoso
Kristen Lake Cardoso (Mar 16, 2026 10:12:04 EDT)

Date: Mar 16, 2026

Kristen Lake Cardoso

KOPELOWITZ OSTROW P.A.

Date: _____

Tyler J. Bean

SIRI & GLIMSTAD, LLP

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 and the Releases, and fully understands the effect of this Agreement and the Releases.

SIGNATURES OF THE PARTIES

PLAINTIFFS:

David Fonseca Date: _____

Ka Mar 10, 2026 12:08:02 PDT
Kahyun Kim Date: Mar 10, 2026

Robert Simplicio Date: _____

Terry Marshall Date: _____

Rachel Prendez Date: _____

CLASS COUNSEL:

Kristen Lake Cardoso Date: _____
KOPELOWITZ OSTROW P.A.

/s/ Tyler J. Bean Date: Mar 11, 2026
Tyler J. Bean
SIRI & GLIMSTAD, LLP

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 and the Releases, and fully understands the effect of this Agreement and the Releases.

SIGNATURES OF THE PARTIES

PLAINTIFFS:

David Fonseca Date: _____

Kahyun Kim Date: _____

Robert Antonio Simplicio
Robert Antonio Simplicio (Mar 3, 2026 10:13:31 PST)
Robert Simplicio Date: 03/03/2026

Terry Marshall Date: _____

Rachel Prendez Date: _____

CLASS COUNSEL:

Kristen Lake Cardoso Date: _____
KOPELOWITZ OSTROW P.A.

Tyler J. Bean Date: _____
SIRI & GLIMSTAD, LLP

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 and the Releases, and fully understands the effect of this Agreement and the Releases.

SIGNATURES OF THE PARTIES

PLAINTIFFS:

David Fonseca Date: _____

Kahyun Kim Date: _____

Robert Simplicio Date: _____

Terry Marshall

Terry Marshall Date: 03 / 11 / 2026

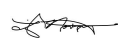
Rachel Prendez Date: _____

CLASS COUNSEL:

Kristen Lake Cardoso Date: _____
KOPELOWITZ OSTROW P.A.

Tyler J. Bean Date: _____
SIRI & GLIMSTAD, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Leigh S. Montgomery
EKSM, LLP

Date: 03/03/2026

Cassandra Miller
STRAUSS BORRELLI PLLC

Chimienti & Associates:

By: _____

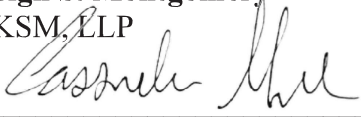
Its: _____

COUNSEL FOR DEFENDANT
(as to form only)

John T. Mills
GORDON REES SCULLY MANSUKHANI

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Leigh S. Montgomery
EKSM, LLP



Date: _____

Cassandra Miller
STRAUSS BORRELLI PLLC

Date: March 13, 2026

Chimienti & Associates:

Date: _____

By: _____

Its: _____

COUNSEL FOR DEFENDANT
(as to form only)

John T. Mills
GORDON REES SCULLY MANSUKHANI

Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Leigh S. Montgomery
EKSM, LLP

Date: _____

Cassandra Miller
STRAUSS BORRELLI PLLC

Date: _____

Chimienti & Associates:

DocuSigned by:

67581F2A6A28401...

March 6, 2026
Date: _____

By: Jacques S. Pierre

Its: Senior Vice President and Secretary

COUNSEL FOR DEFENDANT
(as to form only)

DocuSigned by:

2EC98E5F4B0647B...

March 6, 2026
Date: _____

John T. Mills
GORDON REES SCULLY MANSUKHANI

Exhibit 1

Chimienti Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

David Fonesca v. Chimienti & Associates
Case No. VCU315048

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE MARCH 2024
CHIMIENI & ASSOCIATES 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.*

***Para leer este aviso en español, visite
[website URL /espanol] o llame al [toll-free
#].***

**THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITE.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Chimienti & Associates ("Chimienti") in a class action lawsuit ("Settlement"). The case is about the March 2024 cyberattack impacting Chimienti ("Data Incident"). Files containing Private Information may have been accessed. Chimienti 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 Settlement Class as: "All living individuals residing in the United States whose Private Information was impacted 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.

Cash Payment A – Documented Losses: if you have documented losses you can get back up to **\$5,000**.

Cash Payment B – Alternate Cash: *instead of Cash Payment A*, you can get a one-time *pro rata* cash payment of up to **\$100**.

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

How do I receive a benefit?

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

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

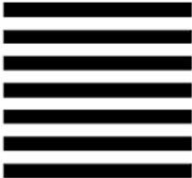
The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 33.33% of the Settlement Fund (\$216,666.66) plus reimbursement of litigation costs, and \$2,500 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



Chimienti Data Incident Settlement

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

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

Mail no later than **Claims Deadline**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring** and/or the **Cash Payment B – Alternate Cash**.

To claim Cash Payment A – Documented Losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

☐

Check this box to enroll in two years of **Credit Monitoring**.

☐

Check this box to claim a one-time pro rata **Cash Payment B – Alternate Cash**.

How would you like to be paid:

Check **one**: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

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

LEGIBLY on the line below and doublecheck that it is correct: _____

Para leer este aviso en español, visite [website URL /espanol] o llame al [toll-free #].

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

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

David Fonesca v. Chimienti & Associates

Case No. VCU315048

Superior Court of Tulare County, California

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MARCH 2024
CHIMIENTI & ASSOCIATES 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 Chimienti & Associates (“Chimienti” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack impacting Chimienti that occurred in March 2024 (the “Data Incident”). Certain files that contained Private Information may have been accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; state-issued identification (such as driver’s license or non-driver ID); financial account information; and health information.
- The lawsuit is called *David Fonesca v. Chimienti & Associates*, Case No. VCU315048. It is pending in the Superior Court of Tulare County, California (the “Litigation”).
- Chimienti 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.
- Chimienti's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Chimienti.
- 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	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	<u> </u> , 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.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits 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

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
OPTING OUT FROM THE SETTLEMENT	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	9
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Superior Court of Tulare County, California, 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 *David Fonesca v. Chimienti & Associates*, Case No. VCU315048. It is pending in the Superior Court of Tulare County, California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Chimienti & Associates, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the March 2024 targeted cyberattack impacting Chimienti, certain files that contained Private Information may have been accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; state-issued identification (such as driver’s license or non-driver ID); financial account information; and health 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 David Fonseca; Kahyun Kim; Robert Simplicio; Terry Marshall; and Rachel Prendez. 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 residing in the United States whose Private Information was impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opted 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: Chimienti 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?

Chimienti has agreed to create a \$650,000.00 Settlement Fund. This fund will be used to pay for all costs of litigation, and for the Settlement Class Benefits that are explained 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 one bureau of credit monitoring services and \$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 losses may claim **Cash Payment A – Documented Losses**. Alternatively, you may claim a \$150.00 **Cash Payment B – Alternate Cash** payment.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between

March 22, 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 of up to **\$100.00**. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$650,000.00 on these benefits. This means that if the total value of benefits claimed is over \$650,000.00, everyone's payments will be reduced pro rata so that they add up to \$650,000.00.

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: Chimienti 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 Chimienti about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) 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:

Chimienti 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?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Kristen Lake Cardoso of Kopelowitz Ostrow P.A.; Tyler J. Bean of Siri & Glimstad, LLP; Leigh S. Montgomery of EKSM, LLP; and Cassandra Miller of Strauss Borrelli PLLC, 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% of the Settlement Fund (\$216,666.66) as reasonable attorneys' fees plus the costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid 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 Chimienti 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: *David Fonesca v. Chimienti & Associates*, Case No. VCU315048, pending in the Superior Court of Tulare County, California;
- (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:

Chimienti Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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: *David Fonesca v. Chimienti & Associates*, Case No. VCU315048, pending in the Superior Court of Tulare County, California;
- (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 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

- (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 Application for Attorneys' Fees, Costs, and Service Awards;
- (6) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (10) 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 [Court Address]	Chimienti Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Kristen Lake Cardoso KOPELOWITZ OSTROW P.A One West Las Olas Blvd., Ste. 500 Fort Lauderdale, Florida 33301 Tyler Bean SIRI & GLIMSTAD, LLP 700 S Flower St., Ste. 1000 Los Angeles, CA 90017 Leigh S. Montgomery EKSM, LLP 1105 Milford St. Houston, Texas 77006 Cassandra Miller STRAUSS BORRELLI PLLC 980 N. Michigan Ave., Ste. 1610 Chicago, Illinois 60611	John T. Mills GORDON REES SCULLY MANSUKHANI 1 Battery Park Plaza, 28th Floor New York, NY 10004

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Superior Court of Tulare County, California, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

- Email: **info@[SettlementWebsite].com**

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Chimienti Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

Exhibit 3

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

«Case_Name»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living individuals residing in the United States whose Private Information was impacted in the Data Incident.”

Excluded from the Settlement Class are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

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

AVAILABLE BENEFITS

Chimienti has agreed to create a \$650,000.00 Settlement Fund. This fund will be used to pay for all costs of litigation, and for the Settlement Class Benefits that are explained 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 one bureau of credit monitoring services and \$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 losses may claim **Cash Payment A – Documented Losses**. Alternatively, you may claim a **Cash Payment B – Alternate Cash** payment.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between March 22, 2024, and [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]

«Case_Name»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

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 of up to **\$100.00**. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$650,000.00 on these benefits. This means that if the total value of benefits claimed is over \$650,000.00, everyone's payments will be reduced pro rata so that they add up to \$650,000.00.

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: Chimienti 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]

«Case_Name»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

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.

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00. **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]

«Case_Name»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

IV. CASH PAYMENT B – ALTERNATE CASH

- ☐ Check this box if you want to claim a one-time pro rata cash payment of up to \$100.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.

VII. PAYMENT SELECTION

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

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **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.

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com



Exhibit 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

**DAVID FONSECA, KAHYUN KIM,
ROBERT SIMPLICIO, TERRY
MARSHALL, and RACHEL PRENDEZ,**
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

CHIMIENTI & ASSOCIATES,

Defendant.

Case No. VCU315048

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

Judge: Hon. Bret D. Hillman, Dept. 02
Complaint Filed: November 12, 2024
Trial Date: Not Set

Hearing Date: **XX**
Hearing Time: **XX**

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a Settlement between Plaintiffs David Fonseca,
3 Kahyun Kim, Robert Simplicio, Terry Marshall, and Rachel Prendez, individually, and on behalf of
4 the proposed Settlement Class, and Defendant Chimienti & Associates, and this Court having
5 reviewed the Settlement Agreement and attachments thereto, executed by the Parties, and submitted
6 to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement;

7 **IT IS HEREBY ORDERED** as follows:

8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
9 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to
10 the Court with the Motion.

11 2. For purposes of the Settlement, and conditioned upon the Settlement receiving Final
12 Approval following the Final Approval Hearing, this Court hereby conditionally certifies the
13 Settlement Class defined as follows and subject to the stated exclusions below:

14 All living individuals residing in the United States whose Private Information was
15 impacted in the Data Incident.

16 Excluded from the Settlement Class are all persons who are (a) directors, officers, and employees
17 of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff;
18 and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

19 3. Upon preliminary review, the Court finds that the Settlement is fair, reasonable, and
20 adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is
21 preliminarily approved. In making this determination, the Court has considered the monetary and
22 non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks
23 faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations
24 between the Parties and the absence of any collusion in the Settlement, the effectiveness of the
25 proposed method for distributing relief to the Settlement Class, the proposed manner of allocating
26 benefits to the Settlement Class, the equitable treatment of the Settlement Class under the
27 Settlement, and all other facts as required by applicable law.

28 4. The Court finds that, for purposes of settlement: (a) the number of members of the

1 Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact
2 common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the
3 claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for
4 the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions
5 of law and fact common to the members of the Settlement Class predominate over any questions
6 affecting any individual members of the Settlement Class; and (f) a class action is superior to the
7 other available methods for the fair and efficient adjudication of the controversy.

8 5. For purposes of settlement only, the Court finds and determines that Plaintiffs David
9 Fonseca, Kahyun Kim, Robert Simplicio, Terry Marshall, and Rachel Prendez will fairly and
10 adequately represent the interests of the Settlement Class in enforcing their rights in the action, and
11 appoints them as the Class Representatives.

12 20. For purposes of settlement only, the Court appoints as Class Counsel: Kristen Lake
13 Cardoso of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad, LLP, Leigh S. Montgomery
14 of EKSM, LLP, and Cassandra Miller of Strauss Borrelli PLLC.

15 6. Simpluris, Inc. is appointed as Settlement Administrator. The Settlement
16 Administrator shall abide by the terms and conditions of the Agreement that pertain to the
17 Settlement Administrator.

18 7. The Settlement, on the terms and conditions stated in the Agreement, is preliminarily
19 approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of
20 unfairness, and within the range of possible final approval.

21 8. The Final Approval Hearing will be held on _____, 2026 at _____ a.m./p.m.
22 before the Honorable Bret D. Hillman in Department 02 of the Superior Court of California, Tulare
23 County, 640 South Alta Avenue, Dinuba, CA 93618, to consider: (a) the fairness, reasonableness
24 and adequacy of the proposed Settlement; (b) any objections made by Settlement Class Members to
25 the proposed Settlement; (c) whether the Settlement should be finally approved by this Court; (d)
26 Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and (e) such other
27 matters as this Court may deem proper and necessary.
28

1 9. The Court reserves the right to adjourn or continue the Final Approval Hearing and
2 related deadlines without further written notice to the Settlement Class. If the Court alters any of
3 those dates or times, the revised dates and times shall be posted on the Settlement Website
4 maintained by the Settlement Administrator. The Court may approve the Settlement, with such
5 modifications as may be agreed upon by the Parties, if appropriate, without further notice to the
6 Settlement Class.

7 10. Class Counsel are to file and serve the Motion for Final Approval, including the
8 Application for Attorneys' Fees, Costs, and Service Awards, no later than **45 days** before the
9 original date set for the Final Approval Hearing. The Application for Attorneys' Fees, Costs, and
10 Service Awards will be heard concurrently with the request for Final Approval.

11 11. The proposed forms of Notice to the Settlement Class are attached to the Agreement
12 as Exhibits 1 and 2, and are hereby approved for the purpose of notifying the members of the
13 Settlement Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the
14 members of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the
15 members of the Settlement Class substantially in the forms approved. The Parties may by mutual
16 written consent make non-substantive changes to the Notice without Court approval. The Settlement
17 Administration Costs will be paid from the Settlement Fund consistent with the Settlement
18 Agreement.

19 12. The Notice Program shall be substantially completed within 45 days of entry of this
20 Preliminary Approval Order. The Long Form Notice shall be posted on the Settlement Website
21 created by the Settlement Administrator and be available on request made to the Settlement
22 Administrator. A Spanish translation of the Long Form Notice shall also be available on the
23 Settlement Website.

24 13. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare
25 a declaration confirming the Notice Program was completed in accordance with the terms of this
26 Agreement and the Preliminary Approval Order, describing how the Notice Program was
27 completed, indicating the number of Claim Forms received, providing the names of each individual
28

1 in the Settlement Class who timely and properly requested to opt-out from the Settlement Class,
2 indicating the number of objections received, and other information as may be necessary to allow
3 the Parties to seek and obtain Final Approval.

4 14. The Postcard Notice and Long Form Notice, as set forth in Exhibits 1 and 2 to the
5 Agreement, and approved by this Preliminary Approval Order, are the best notice practicable, and
6 are reasonably calculated, under the circumstances, to apprise the members of the Settlement Class
7 of the pendency of the Action and their right to participate in, object to, or exclude themselves from
8 the Settlement. This Court further finds that the Postcard Notice and Long Form Notice are due and
9 sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final Approval
10 and Application for Attorneys' Fees, Costs, and Service Awards, and other matters set forth in the
11 Agreement, and that the Postcard Notice and Long Form Notice fully satisfy California Rules of
12 Court and due process of law, to all persons entitled thereto.

13 15. Any member of the Settlement Class who intends to object to the fairness,
14 reasonableness, and adequacy of the Settlement, including Class Counsel's Application for
15 Attorneys' Fees, Costs, and Service Awards, must object in writing, filed with the Court, and sent
16 by mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection
17 to be considered by the Court, the objection must be submitted no later than the last day of the
18 Objection Deadline, as specified in the Notice. An objection shall be deemed to have been submitted
19 when posted if received with a postmark date indicated on the envelope if mailed first-class postage
20 prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,
21 Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected
22 on the shipping label. There shall be no combined, collective, or joint objections and, in the event
23 any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all
24 such persons.

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

26 (a) The name of the Action, which is *Fonseca et al. v. Chimienti & Associates*,
27 Superior Court of California, County of Tulare, Consolidated Case No. VCU315048;
28

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

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

5 (d) a statement of whether the objection applies only to the objector, to a specific
6 subset of the class, or to the entire class;

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

11 (f) the identity of all counsel who represent the objector, including any former or
12 current counsel who may be entitled to compensation for any reason related to the objection to the
13 Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

14 (g) the number of times in which the objector's counsel and/or counsel's law firm
15 have objected to a class action settlement within the five years preceding the date of the filed
16 objection, the caption of each case in which counsel or the firm has made such objection and a copy
17 of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that
18 were issued by the trial and appellate courts in each listed case in which the objector's counsel
19 and/or counsel's law firm have objected to a class action settlement within the preceding five years;

20 (h) a statement of whether the objector and/or his/her attorney intend to appear at
21 the Final Approval Hearing;

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

24 (j) a statement confirming whether the objector intends to personally appear
25 and/or testify at the Final Approval Hearing; and

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

27 17. Any member of the Settlement Class who does not provide a timely and written
28

1 objection shall have waived any objection and shall forever be foreclosed from making any
2 objection to the fairness, reasonableness, or adequacy of the proposed Settlement and Class
3 Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

4 18. Members of the Settlement Class may elect to opt-out of the Settlement Class at any
5 time during the Opt-Out Deadline. In the event a member of the Settlement Class wishes to opt-out
6 of the Settlement Class and not to be bound by the Agreement, that person must mail a written
7 request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-
8 Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and
9 contain the name, address, telephone number, and email address (if any), and include a statement
10 indicating a request to be excluded from the Settlement Class. Any individual in the Settlement
11 Class who does not timely and validly request to opt out shall be bound by the terms of this
12 Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective,
13 or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are
14 submitted, they shall be deemed void as to all such persons.

15 19. Any member of the Settlement Class who submits a timely opt-out request may not
16 file an objection to the Settlement and shall be deemed to have waived any rights or benefits under
17 the Agreement.

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

21 21. In the event that (a) this Court does not finally approve the Settlement as provided in
22 the Agreement; (b) this Court does not enter the Final Approval Order as provided in all material
23 respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final
24 for any other reason consistent with the terms of the Agreement, the Agreement shall be null and
25 void and any order or judgment entered by this Court in furtherance of the Settlement shall be
26 vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement
27 had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending
28

1 this litigation, the conditional class certification effected herein will be null and void, and Defendant
2 shall have the right to object to certification of the Settlement Class or any other class at any future
3 time.

4 22. This Preliminary Approval order shall be of no force or effect if the Final Approval
5 Order is not entered or if there is no Effective Date and shall not be construed or used as an
6 admission, concession or declaration by or against Defendant of any fault, wrongdoing, breach,
7 liability or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed
8 or used as an admission, concession or declaration by or against the Class Representatives or any
9 other Settlement Class Member that his or her claims lack merit or that the relief requested is
10 inappropriate, improper or unavailable, or as a waiver by any Party of any defense or claims they
11 may have in this Action or in any other lawsuit.

12 23. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
13 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation
14 thereof in accordance with the Settlement preliminarily approved herein and the related orders of
15 this Court.

16 24. All proceedings in the Action, other than those related to approval of the Settlement,
17 are hereby stayed. Further, any actions brought by Settlement Class Members concerning the
18 Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement.

19 25. The Parties are directed to carry out their obligations under the Agreement.

20 **SUMMARY OF DEADLINES**

21

Event	Deadline
Deadline to commence Notice Program	30 days after entry of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initially scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initially scheduled Final Approval Hearing

22
23
24
25
26
27
28

Opt-Out Period Ends	30 days before the initially scheduled Final Approval Hearing
Objection Period Ends	30 days before the initially scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initially scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026 at ____: ____ a.m./p.m.

IT IS SO ORDERED.

Dated: _____

The Hon. Bret D. Hillman
Judge of the Superior Court

Exhibit 5

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF TULARE**

10 **DAVID FONSECA, KAHYUN KIM,**
11 **ROBERT SIMPLICIO, TERRY**
12 **MARSHALL, and RACHEL PRENDEZ,**
13 individually and on behalf of all others
14 similarly situated,

15 Plaintiffs,

16 v.

17 **CHIMIENTI & ASSOCIATES,**

18 Defendant.

Case No. VCU315048

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

Judge: Hon. Bret D. Hillman, Dept. 02

Complaint Filed: November 12, 2024

Trial Date: Not Set

19 On _____, 2026, this Court heard Plaintiffs' Unopposed Motion for Final
20 Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service
21 Awards. The Court granted Preliminary Approval of the Settlement and conditionally certified the
22 Settlement Class on _____, 2026, and now finds due and adequate Notice was given
23 to the Settlement Class. The Court, having considered the Settlement Agreement entered into
24 between Plaintiffs and Defendant Chimienti & Associates, all papers filed and proceedings had
25 herein, all oral and written comments regarding the Settlement, and having reviewed the record in
26 this Action, and good cause appearing,

27 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

- 28 1. All terms used herein shall have the same meaning as defined in the Settlement

1 Agreement.

2 2. Except for the Settlement Class Members identified in paragraph 11 below, all
3 Settlement Class Members and all Released Claims are covered by and included within the
4 Settlement and this Final Approval Order.

5 **All living individuals residing in the United States whose Private Information**
6 **was impacted in the Data Incident.**

7 Excluded from the Settlement Class are all persons who are (a) directors, officers, and employees
8 of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff;
9 and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

10 3. This Court has jurisdiction over the subject matter of the Action and over all Parties
11 to the Action, including members of the Settlement Class.

12 4. The Court finds the Settlement Class is properly certified as a class for settlement
13 purposes under California Code of Civil Procedure § 382 in that: (a) the Settlement Class is so
14 numerous that joinder of all individual Settlement Class Members in a single proceeding is
15 impractical; (b) questions of law and fact common to all Settlement Class Members predominate
16 over any potential individual questions; (c) Plaintiffs' claims are typical of the claims of the
17 Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately represent the interests
18 of each Settlement Class Member (and will continue to do so); and (e) a class action is the superior
19 method to fairly and efficiently adjudicate this controversy.

20 5. The Court finally appoints Plaintiffs David Fonseca, Kahyun Kim, Robert Simplicio,
21 Terry Marshall, and Rachel Prendez as the Class Representatives.

22 6. The Court finds, for settlement purposes only, that Kristen Lake Cardoso of
23 Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad, LLP, Leigh S. Montgomery of EKSM,
24 LLP, and Cassandra Miller of Strauss Borrelli PLLC are qualified and experienced attorneys capable
25 of adequately representing the Settlement Class, and they are finally approved as Class Counsel.

26 7. The Court finally appoints Simpluris, Inc. as the Settlement Administrator. The
27 Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the
28 administration of the Settlement and shall comply with the terms of the Settlement.

1 8. The Court finds that the distribution of the Notice of the Settlement has been
2 completed in conformity with the Court's Preliminary Approval Order. The Court finds that the
3 Notice was the best notice practicable under the circumstances and provided due and adequate notice
4 of the proceedings and of the terms of the Settlement, and fully satisfied the requirements of
5 California Rules of Court, rules 3.766 and 3.769(f), and Due Process. The Court also finds that all
6 Settlement Class Members were given a full and fair opportunity to participate in the Final Approval
7 Hearing, all Settlement Class Members wishing to be heard have been heard, and all Settlement
8 Class Members have had a full and fair opportunity to exclude themselves from the Settlement
9 Class.

10 9. The Court hereby grants Final Approval of the terms of the Settlement and finds that
11 the Settlement is, in all respects, fair, adequate, and reasonable. Plaintiffs have satisfied the
12 requirements for Final Approval of the Settlement. The Parties are directed to effectuate the
13 Settlement according to its terms and this Final Approval Order. The Court finds that the Settlement
14 has been reached as a result of informed and non-collusive arm's-length negotiations. The Court
15 further finds that the Parties have conducted extensive investigation and research, and their attorneys
16 were able to reasonably evaluate their respective positions.

17 10. ____ Settlement Class Members have objected to the terms of the Settlement. The
18 objections are overruled.

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

22 12. ____ Settlement Class Members have requested to be excluded from the Settlement
23 and are identified as follows: _____. They are not bound by the
24 Settlement of the Action.

25 13. The Court finds that the Settlement will avoid additional and potentially substantial
26 costs, as well as the delay and risks associated with protracted litigation.

27 14. The Settlement is not an admission by Defendant, nor is this Final Approval Order a
28 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final

1 Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry
2 out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
3 omission, concession, or liability whatsoever by or against Defendant.

4 15. The Court has considered all of the documents filed in support of the Settlement, and
5 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the
6 Final Approval hearing, all other papers and documents comprising the record herein, and all oral
7 arguments presented to the Court.

8 16. The Parties, their respective attorneys, and the Settlement Administrator are hereby
9 directed to consummate the Settlement in accordance with this Final Approval Order and the terms
10 of the Settlement.

11 17. The amount of Cash Payments to be paid to each individual Settlement Class
12 Member from the Net Settlement Fund shall be calculated as specified in the Agreement, by the
13 deadline specified in the Agreement, and in accordance with its other terms.

14 18. As of the Effective Date, the Releasing Parties shall automatically be deemed to have
15 fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be
16 forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims,
17 actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether
18 known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected,
19 liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory,
20 whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to
21 (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited
22 in the Complaint.

23 19. Upon the Effective Date, Class Representatives shall be deemed to have, and shall
24 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
25 and benefits under Section 1542 of the California Civil Code, which provides:

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

DEBTOR OR RELEASED PARTY.”

Upon the Effective Date, Class Representatives shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, which is/are similar, comparable or equivalent to Section 1542 of the California Civil Code including, without limitation, California Civil Code § 1798.80 *et seq.*, Montana Code Ann. § 28-1-1062, North Dakota Cent. Code § 9-13-02, and South Dakota Codified Laws § 20-7-11.

20. If, consistent with the plan of distribution set forth in the Settlement Agreement, there are funds remaining in the Settlement Fund from uncashed checks and/or funds remaining after the *pro rata* adjudgment, within 45 days following the 90-day check negotiation period, all remaining funds shall be distributed to the Electronic Privacy Information Center (“EPIC”), a 26 U.S.C. § 501(c)(3) non-profit organization that promotes digital privacy efforts and awareness, whose principal place of operations is located at 1519 New Hampshire Avenue NW, Washington, DC 20036.

21. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant in any forum, action, or proceeding of any kind.

22. In the event the Settlement is terminated, the Agreement shall be considered null and void; all of Plaintiffs’, Class Counsel’s, and Defendant’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 the Agreement, with all of the Parties’ respective pre-Settlement rights, claims, and defenses retained and preserved.

23. The Court finds Class Counsel’s requested attorneys’ fees of \$_____, representing one-third of the Settlement Fund, is reasonable based on the common fund method and the lodestar cross-check. Class Counsel’s hourly rates are in line with prevailing market rates and the hours worked are also reasonable. That award shall be paid to Class Counsel from the Settlement

1 Fund by the deadline specified in the Agreement.

2 24. The Court further finds the request for reimbursement of \$_____ for Litigation
3 Costs and Expenses is reasonable based on the work necessary to achieve this favorable class
4 Settlement and is to be paid to Class Counsel from the Settlement Fund by the deadline specified in
5 the Agreement.

6 25. The Court finds that Plaintiffs took a reputational risk by initiating and assisting with
7 the prosecution and litigation of the Action to help secure a favorable Settlement for the benefit of
8 the Settlement Class. The Court therefore awards a \$2,500.00 Service Award to each Plaintiff, to
9 compensate them for their work in bringing the case and facing the attendant risks associated with
10 serving as Class Representatives.

11 26. The Court approves payment in the amount of \$_____ to Simpluris Inc. for
12 providing notification and settlement administration services in this Action.

13 27. Pursuant to California Code of Civil Procedure § 384(b), the Court will hold a
14 hearing on _____ at _____ a.m./p.m. PST [at least 150 days after
15 Preliminary Approval], in Department 02 of the Superior Court of the State of California, County
16 of Tulare, located at 640 South Alta Avenue, Dinuba, CA 93618, when the Parties shall provide the
17 Court with a report of the total amount of funds actually paid to Settlement Class Members. After
18 the report is received, the Court shall amend the Final Approval Order to direct the Settlement
19 Administrator to pay Simpluris, Inc. any residual funds remaining in the Settlement Fund after all
20 distributions have been made pursuant to the terms of the Settlement Agreement, plus interest.

21 28. This document shall constitute a judgment for purposes of Rule 3.769(h).

22 29. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction over the
23 Class Representatives, each Settlement Class Member, and Defendant to enforce the terms of the
24 Agreement, Final Approval Order, and this final judgment. Specifically, without affecting the
25 finality of the Court's Final Approval Order or this final judgment in any way, the Court retains
26 jurisdiction over: (a) implementation and enforcement of the Settlement pursuant to further order of
27 the Court until the final judgment contemplated hereby has become effective and each and every act
28 agreed to be performed by the Parties shall have been performed pursuant to the Agreement; (b) any

1 other action necessary to conclude this Settlement and to implement the Agreement; and (c) the
2 construction and interpretation of the Agreement.

3 30. With the exception of those listed in paragraph 12, all Settlement Class Members
4 shall be bound by this Final Approval Order.

5 31. The Court finds that no just reason exists for delay in entering this final judgment
6 and, accordingly, judgment is hereby entered in this Action.

7 **IT IS SO ORDERED AND ADJUDGED.**

8

9 Dated: _____

Hon. Bret D. Hillman
Judge of the Superior Court

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28