

EXHIBIT A

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2026-009398-CA-01

BARRY ALEXANDER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

COMMUNITY REALTY MANAGEMENT,
INC.

Defendant.

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiff Barry Alexander, on behalf of himself and the Settlement Class, and Defendant Community Realty Management (“CRM” or “Defendant”) as of the date last signed below. The Parties hereby agree that in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against Defendant in connection with the Data Incident in the Action, shall be fully settled and compromised upon the terms and conditions contained herein.

I. PROCEDURAL HISTORY

1. On October 22, 2024, Defendant became aware of suspicious activity in its email tenant. In response, Defendant engaged third-party cybersecurity specialists to determine the nature and scope of the data security incident which revealed that an unauthorized actor potentially accessed a limited number of email accounts from September 10, 2024 to October 22, 2024 (the

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

“Data Incident”).

2. CRM is a full-service third-party property management company that takes a technology-driven approach in managing residential apartments, homes, condominiums, and large-scale communities in New Jersey, New York, Oklahoma, Pennsylvania, Indiana, Missouri, Maryland, and the U.S. Virgin Islands.

3. As part of its business, Defendant maintain Private Information entrusted to it in exchange for its services, including name, Social Security number, driver’s license number, state identification number, financial account information, payment card information, medical information, and health insurance information.

4. On August 27, 2025, Plaintiff filed his Class Action Complaint in the District Court for the District of New Jersey, *Barry Alexander v. Community Realty Management, Inc.*, No. 1:25-cv-14963, asserting claims for Defendant’s negligence, negligence *per se*, unjust enrichment, breach of implied contract, and breach of confidence due to the Data Incident.

5. In an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement.

6. In connection with their settlement discussions, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals potentially impacted by the Data Incident, and the specific type of information potentially accessed.

7. Following prolonged and extensive arm’s-length negotiations, and the exchange of informal discovery, the Parties reached an agreement on the essential terms of settlement.

8. During the settlement discussions, the Parties determined that jurisdiction was appropriate in state court, consequently, they agreed to dismiss the federal consolidated action and

file a new complaint in state court.

9. On May 11, 2026, Plaintiff filed a class action complaint against Defendant in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, relating to the Data Breach alleging negligence, negligence *per se*, unjust enrichment and breach of confidence.

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

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

II. DEFINITIONS

11. “**Action**” means the above-captioned action, *Barry Alexander v. Community Realty Management, Inc.*, Case No. 2026-009398-CA-01 (Fla. Cir. Ct., Miami-Dade Cnty.).

12. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement, and all exhibits attached hereto, between Plaintiff and Defendant.

13. “**Application for Attorneys’ Fees, Costs, and Service Award**” means the application made with the Motion for Final Approval seeking attorneys’ fees, reimbursement for costs, and Class Representative’s Service Award.

14. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Costs or Cash Payment B – Alternate Cash, under Section IV herein.

15. “**Cash Payment A – Documented Costs**” means the cash compensation that Settlement Class Members with documented unreimbursed costs may elect under the Settlement, consisting of a maximum payment of \$2,000.00 per Settlement Class Member, upon submission of a valid Claim Form, pursuant to Section IV herein.

16. “**Cash Payment B – Alternate Cash**” means the cash compensation of \$20.00 per Settlement Class Member that Settlement Class Members may elect pursuant to Section IV herein.

17. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

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

19. **“Claim Form Deadline”** means the deadline by which a Claim Form must be postmarked or submitted electronically to the Settlement Website, in order for a Settlement Class Member to be entitled to any of the Settlement Member Benefits. The Claim Form Deadline shall be 60 days after the Notice Deadline.

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

21. **“Claim Process”** means the process by which Claimants submit Claim Forms to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

22. **“Class Counsel”** means: Tonyia J. Johnson of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A.

23. **“Class List”** means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice.

24. **“Class Representative”** or **“Plaintiff”** means Barry Alexander.

25. **“Court”** means the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the Judge(s) assigned to the Action.

26. **“Credit Monitoring”** means the one bureau credit monitoring product with two years of monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement. Activation codes shall be provided automatically with notice to Settlement Class Members.

27. **“Data Incident”** means the cybersecurity incident involving Defendant resulting in the potential unauthorized access to or acquisition of Private Information that took place between September 10, 2024 to October 22, 2024, and which is the subject of the Action.

28. **“Defendant”** means Community Realty Management, Inc.

29. **“Defendant’s Counsel”** means Mullen Coughlin LLC.

30. **“Effective Date”** means one day after the date when this Agreement becomes Final, as described herein.

31. **“Final”** means each and every of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) Order(s) have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided herein; (3) the Court-approved Notice has been sent and the Settlement Website has been fully created and maintained as ordered by the Court; (4) the Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided herein; and (5) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal themselves have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, it has been finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order in all material respects. Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorneys’ fees or costs shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

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

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

34. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel, and Service Awards to the Class Representatives.

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

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

37. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the court seeking Preliminary Approval of the Settlement.

38. “**Notice**” means the Postcard Notice and Long Form Notice, attached as ***Exhibits 1-2***, that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

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

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

42. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as 60 days after the Notice Deadline, or such other date as ordered by the Court.

43. “**Opt-Out Deadline**” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline, or such other date as ordered by the Court.

44. “**Party**” means either Plaintiff or Defendant, and “**Parties**” means Plaintiff and Defendant collectively.

45. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class members by mail.

46. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

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

48. **“Private Information”** means name, Social Security number, driver’s license number, state identification number, financial account information, payment card information, medical information, and health insurance information, among other sensitive data. This list is not meant to be exclusive. The term “Private Information” is not intended here, not should it be viewed as, referring to this term or similar term in any statute or source of law beyond this Agreement.

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

50. **“Released Claims”** means any and all past, present, and future claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Action or Related Actions, or in any court, tribunal, or proceeding by or on behalf of Plaintiff or any members of the Settlement Class, arising out of, or relating to the Data Incident, and which have been asserted or could have been asserted based on the facts alleged in this Action or the Related Actions against any of the Released Parties (defined below) whether based on federal, state, local, statutory, common law, or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which Plaintiff or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action or the Related Actions. Released Claims shall not include the right of Plaintiff, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action or Related Actions.

51. **“Released Parties”** mean Defendant and each entity which is controlled by, controlling or under common control with Defendant and all of their present, future, or past direct

or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries (“**Released Entities**”), and the owners, associates, employers, employees, agents, consultants, contractors, independent contractors, vendors, insurers, reinsurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, bankruptcy trustee(s), financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, and general or limited partners of the Released Entities.

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

53. “**Service Award**” means the payment the Court may award the Plaintiff for serving as Class Representative.

54. “**Settlement Administrator**” means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

55. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

56. “**Settlement Cap**” means Defendant’s total financial obligation under this Settlement for Cash Payments, which shall not exceed \$200,000.00. This Settlement Cap excludes

payment for (i) attorney's fees, costs, and the Service Award, (ii) Settlement Administration Costs, and (iii) cost of Credit Monitoring.

57. **"Settlement Class"** means all persons identified by Defendant as being among those individuals potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

58. **"Settlement Class Member"** means any member of the Settlement Class who has not opted-out of the Settlement.

59. **"Settlement Class member"** means members of the Settlement Class.

60. **"Settlement Class Member Benefit"** means the Cash Payment and/or Credit Monitoring, elected by Settlement Class Members.

61. **"Settlement Website"** means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 90 days after Final Approval.

62. **"Valid Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

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

III. CERTIFICATION OF THE SETTLEMENT CLASS

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

IV. SETTLEMENT CLASS MEMBER BENEFITS

64. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from the Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Costs or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class

Member Benefit. The maximum aggregate amount payable to Settlement Class Members for Cash Payment A – Documented Costs and Cash Payment B – Alternate Cash, collectively, shall be \$200,000.00. All Cash Payments are subject to the Settlement Cap and will be reduced *pro rata* if the costs of Cash Payments exceeds \$200,000.00

a. **Cash Payment A – Documented Costs**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,000.00 per Settlement Class Member upon presentment of documented unreimbursed costs related to the Data Incident. To receive a documented cost payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting costs. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement. The loss must have been more likely than not caused by the Data Incident, and must have occurred between September 10, 2024, and the Claim

Form Deadline. The Settlement Class Member must also have also made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the estimated amount of \$20.00.

c. Credit Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include two years of one bureau credit monitoring of CyEx's Financial Shield Complete with (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft. Activation codes shall be provided automatically with notice.

V. SETTLEMENT APPROVAL

65. Plaintiff's Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve 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 Simpluris as Settlement Administrator; (7) appoint Plaintiff as Class Representative and Tonyia J. Johnson and Scott Edelsberg as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. SETTLEMENT ADMINISTRATION

66. Defendant shall be solely responsible of all Settlement Administration Costs. The Settlement Administrator and the Defendant will enter into a separate agreement related to the payment of Settlement Administration Costs. Plaintiff, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

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

68. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Cash Payments and issuing Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

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

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices 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 a Valid Claim;

- a. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- b. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- c. 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;
- d. Responding to any mailed Settlement Class Member inquiries;
- e. Processing all opt-out requests from the Settlement Class;
- f. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- g. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this

Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- h. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- i. Email all Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND OBJECTION PROCEDURES

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

71. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

72. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; (e) the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

74. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member

may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

75. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

76. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the

objection known to the objector or objector's counsel;

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

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

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

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

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

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

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

77. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

78. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

79. The Notice Program shall be completed in its entirety no later than 60 days before the original date set for the Final Approval Hearing.

VIII. CLAIM PROCESS AND DISBURSEMENT OF CASH PAYMENTS

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

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

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

83. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to

determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

85. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email,

whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form

Deadline to approve or reject Claims based on findings of fraud or duplication;

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

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

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

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

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

90. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

91. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to

the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

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

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

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

94. 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 Award. 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 the completed Notice Program satisfies Due Process requirements;

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

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

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

X. SERVICE AWARD, ATTORNEYS' FEES AND COSTS

95. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that Defendant would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court.

96. ***Service Award*** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in an amount not to exceed \$3,500.00. If approved, the Service Award shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Award by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date.

97. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$180,000.00, to be paid by Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to

Settlement Class Members. The attorneys' fees and costs award shall be payable only to Shamis & Gentile, P.A. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date. Defendant and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel.

98. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement. The provisions for attorneys' fees and costs and Service Award were not negotiated until after all material terms of the Settlement.

XI. RELEASES

99. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims. including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil

Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

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

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

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

102. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting all Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

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

XII. TERMINATION OF SETTLEMENT

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

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

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

106. If: (a) the Court declines to issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur due to Court action; or (c) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together

in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on 7 days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

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

XIII. EFFECT OF TERMINATION

108. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

109. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited

thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all the Parties' respective pre-Settlement claims and defenses will be preserved.

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

XIV. NO ADMISSION OF LIABILITY

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

112. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel

fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

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

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

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

XV. MISCELLANEOUS PROVISIONS

116. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the

negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

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

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

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

121. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.

This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

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

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

125. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal

from the Final Approval Order.

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

If to Plaintiff or Class Counsel:

Tonyia J. Johnson
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
tjohnson@shamisgentile.com

Scott Edelsberg
Edelsberg Law, P.A.
20900 NE 30th Ave # 417
Aventura, FL 33180
scott@edelsberglaw.com

If to Defendant or Defendant's Counsel:

Richard M. Haggerty
Mullen Coughlin LLC
426 W. Lancaster Ave., Ste. 200
Devon, Pennsylvania 19333
rhaggerty@mullen.com

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

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

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

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

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

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

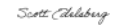
132. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically

warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL


Tonyia J. Johnson (May 14, 2020 12:21:02 EDT)

Tonyia J. Johnson
SHAMIS & GENTILE, P.A.



Scott Edelsberg
EDELSBERG LAW, P.A.

DEFENDANT

Signed by:



63286658CE954F1...

By: Samuel Rotter

Its CEO

DEFENDANT'S COUNSEL

RICHARD M. HAGGERTY
MULLEN COUGHLIN LLC

EXHIBIT 1

W DocuSign Envelope ID: DDF2B80D-BFB2-8933-810E-169C86AEA41F If Cash Payment A, you can get a one-time estimated \$20 pro rata cash payment.

reached with Community Realty Management, Inc. ("CRM") in a class action lawsuit. The case is about the data security incident that occurred on CRM's email tenant between September 10, 2024 and October 22, 2024 (the "Data Incident"). Certain files that may have contained private information were potentially accessed. CRM denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All persons identified by Defendant as being among those individuals potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident."

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

What are the Settlement benefits? You can enroll in two years of **Credit Monitoring**.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Visit www.EnrollmentWebsite.com to enroll. Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

Additionally,

Cash Payment A: If you have documented unreimbursed losses you can get back up to **\$2,000**.

Full details and instructions are available online.

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

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

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$180,000, and \$3,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit www.SettlementWebsite.com for more information.

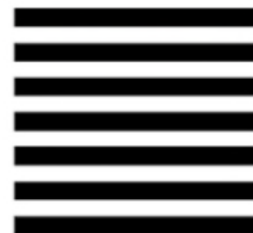
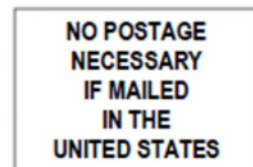


www.SettlementWebsite.com

CaseID: [CaseID]
SIMID: «SIMID»



POSTAGE WILL BE PAID BY ADDRESSEE



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



EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barry Alexander v. Community Realty Management, Inc.

Case No. 2026-009398-CA-01

Circuit Court for Miami-Dade County, Florida

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE SEPTEMBER 2024 COMMUNITY REALTY MANAGEMENT, INC., 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 Community Realty Management, Inc. (“CRM” or “Defendant”) in a class action lawsuit. This case is about a cyber incident that involved CRM's email tenant that occurred between September 10, 2024 and October 22, 2024 (the “Data Incident”). Certain files that may have contained private information were potentially accessed. These files may have contained personal information such as name; Social Security number; driver’s license number; state identification number; financial account information; payment card information; medical information; and health insurance information.
- The lawsuit is called *Barry Alexander v. Community Realty Management, Inc.*, Case No. 2026-009398-CA-01. It is pending in the Circuit Court for Miami-Dade County, Florida (the “Litigation”).
- CRM 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.
- CRM's records indicate that you are a Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from CRM.
- 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. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
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 benefits.	<u> </u> , 2026
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 and you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Circuit Court for Miami-Dade County, Florida, 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 *Barry Alexander v. Community Realty Management, Inc.*, Case No. [2026-009398-CA-01]. It is pending in the Circuit Court for Miami-Dade County, Florida. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Community Realty Management, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that on October 22, 2024, Defendant became aware of suspicious activity in its email tenant. In response, Defendant engaged third-party cybersecurity specialists to determine the nature and scope of the data security incident which revealed that an unauthorized actor potentially accessed a limited number of email accounts from September 10, 2024 to October 22, 2024. These accounts may have contained personal information such as: name; Social Security number; driver’s license number; state identification number; financial account information; payment card information; medical information; and health insurance information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people 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 Settlement, the Class Representative is Barry Alexander. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All persons identified by Defendant as being among those individuals potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

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

All Class Members are eligible to enroll in **Credit Monitoring** and **one** out of the two **Cash Payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS

Cash Payment A – Documented Costs. If you incurred actual, documented, and unreimbursed out-of-pocket losses due to the Data Incident, you can receive up to **\$2,000.00**. The losses must have occurred between September 10, 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 documented proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

Cash Payment B – Alternate Cash. Instead of the benefits in *Cash Payment A*, you may claim a one-time *pro rata* cash payment. This payment is expected to be **\$20.00**, but may be larger or smaller depending on the total claims filed.

You do not have to provide any proof or explanation to claim this payment.

There is an Settlement Cap of \$200,000.00 on these cash benefits. This means that if the total value of cash benefits claimed is over \$200,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$200,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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: (XXX) XXX-XXXX
- By mail: CRM Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

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

Submitting a Claim Form for a Settlement Payment

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

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

CRM 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, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Tonyia J. Johnson of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A., to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$180,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Defendant.

Class Counsel will also ask for a Service Award Payment of \$3,500.00 for the Class Representative. The Service Award Payment will also be paid by Defendant.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Barry Alexander v. Community Realty Management, Inc.*, Case No. 2026-009398-CA-01, pending in the Circuit Court for Miami-Dade County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Barry Alexander v. Community Realty Management, Inc.*, Case No. 2026-009398-CA-01, pending in the Circuit Court for Miami-Dade County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court 20 NW 1st Avenue Miami, Florida 33128	CRM Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendant
Tonyia J. Johnson Shamis & Gentile, P.A. 14 NE 1 st Avenue, Suite 705 Miami, FL 33132 Scott Edelsberg Edelsberg Law, P.A. 20900 NE 30 th Avenue, # 417 Aventura, FL 33180	Richard M. Haggerty Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Circuit Court for Miami-Dade County, Florida, at 20 NW 1st Avenue, Miami FL 33128.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://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](http://www.[SettlementWebsite].com).

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

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

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

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

EXHIBIT 3

CLAIM FORM AND RELEASE

CIRCUIT COURT FOR MIAMI-DADE COUNTY, FLORIDA

Barry Alexander v. Community Realty Management, Inc.

Case No. 2026-009398-CA-01

CRM Data Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

(XXX) XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All persons identified by Defendant as being among those individuals potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident."

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

You may submit your Claim Form through the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
CRM Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Class Members are eligible to enroll in **Credit Monitoring** and one two **Cash Payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS

Cash Payment A – Documented Costs. If you incurred actual, documented unreimbursed out-of-pocket losses due to the Data Incident, you may receive up to **\$2,000.00**. The losses must have occurred between September 10, 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 bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

Cash Payment B – Alternate Cash. Instead of the benefits in *Cash Payment A*, you may claim a one-time *pro rata* cash payment. This payment is expected to be **\$20.00**, but may be larger or smaller depending on the total claims filed.

You do not have to provide any proof or explanation to claim this payment.

There is an Settlement Cap of \$200,000.00 on these cash benefits. This means that if the total value of cash benefits claimed is over \$200,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$200,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

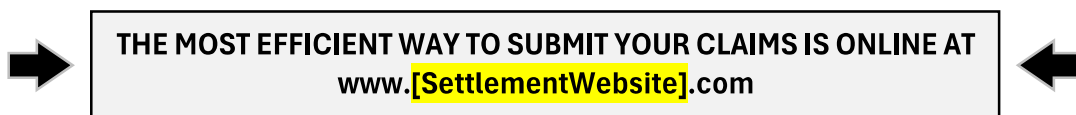
If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

By toll-free call: (XXX) XXX-XXXX

By mail: Claims Administrator
CRM Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958



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

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



If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name

MI

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City

State

ZIP

Email Address

Telephone Number

Login ID (if known)

II. CASH PAYMENT A – DOCUMENTED COSTS

- ☐ Check this box if you would like to claim reimbursement for documented unreimbursed losses due to identity theft or fraud. You can get back up to \$2,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Unauthorized bank transfer</i>	\$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.

III. CASH PAYMENT B – ALTERNATE CASH

- ☐ Check this box if you want to claim a one-time \$20.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II.**

 PAYPAL[illegible]

 **VENMO**

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ZELLE

[illegible]

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☐ **VIRTUAL PREPAID CARD**[illegible]

☐ PHYSICAL CHECK

V. ATTESTATION AND SIGNATURE

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MM

--	--

DD

--	--

YY

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

EXHIBIT 4

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2026-009398-CA-01

BARRY ALEXANDER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

COMMUNITY REALTY MANAGEMENT,
INC.

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this Action is a putative class action before the Court;

WHEREAS, Plaintiff, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval under the Florida Rules of Civil Procedure, to settle this Action upon the terms and conditions stated in the Agreement, which, among other things and together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiff filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiff as Class Representative; (3) appoint counsel listed in the Agreement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class members; (6) approve the Claim Form and Claims process; (7) order the Settlement's opt-out and objection procedures; (8) appoint the Simpluris, Inc. as the Settlement Administrator; (9) stay all

deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiff and all Settlement Class Members.
3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.
4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All persons identified by Defendant as being among those individuals potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident.

5. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiff will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints him as Class Representative, and the following attorneys are preliminarily

appointed as Class Counsel for the Settlement Class: Tonyia J. Johnson of Shamis & Gentile, P.A., and Scott Edelsberg of Edelsberg Law, P.A.

9. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris, Inc. and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

12. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (60 days following the Notice Deadline). The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple

Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and a Service Award shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 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; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, and the caption of each case in which counsel or the firm has made such objection; (f) the identity of all counsel (if any)

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

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and a Service Award must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (60 days following the Notice Deadline), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be

necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on _____, 2026, at _____ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Miami-Dade County Courthouse, 73 W Flagler St, Miami, Florida 33130, or virtually by video. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Defendant to provide Class List	Within 10 days of Preliminary Approval
Deadline to commence Notice Program	30 days following entry of Preliminary Approval Order
Deadline to complete Notice Program	60 days before the initially scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and a Service Award	45 days before the initially scheduled Final Approval Hearing

Opt-out Deadline	60 days following the Notice Deadline
Objection Deadline	60 days following the Notice Deadline
Claim Form Deadline	60 days following the Notice Deadline
Final Approval Hearing	+100 days from entry of Preliminary Approval Order (or such later date available on the Court's calendar).

19. If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiff, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement

20. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement. Upon the entry of this order, with the exception of the Parties' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

DONE AND ORDERED in chambers at Miami-Dade County, Florida, on this ____ day
of _____, 20__.

CIRCUIT COURT JUDGE

Copies furnished to:
All Counsel of Record

CRM - Settlement Agreement (final all exhibits)

[2]

Final Audit Report

2026-05-14

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"CRM - Settlement Agreement (final all exhibits)[2]" History

-  Document created by Leanna Loginov (lloginov@shamisgentile.com)
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