

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) CSC ServiceWorks, Inc. (“CSC”) and (ii) Frederick Conaway and Tina Qamar (“Plaintiffs”) both individually and on behalf of the Settlement Class, in the case of *Conaway, et. al. v. CSC ServiceWorks, Inc.*, No. 1:24-cv-05719 (E.D.N.Y). CSC and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On August 15, 2024, Plaintiff Conaway filed a class action lawsuit against CSC premised on a third-party cyberattack perpetrated against CSC’s network from September 23, 2023, through February 4, 2024 (the “Incident” or “Data Security Incident”), alleging claims of negligence, breach of implied contract, and unjust enrichment (the “Litigation”). On August 19, 2024, Plaintiff Qamar filed a related class action complaint relating to the Data Security Incident. On September 6, 2024, Plaintiffs filed a pre-motion letter seeking consolidation and the appointment of class leadership.

2. On October 21, 2024, the Court entered an order consolidating the related actions and appointing interim class leadership.

3. On November 21, 2024, Plaintiffs filed a consolidated class action complaint (“Consolidated Complaint”). On January 6, 2025, Defendant filed a pre-motion letter seeking dismissal of the Consolidated Complaint. On January 13, 2025, Plaintiffs filed a letter response in opposition to Defendant’s pre-motion letter.

4. Following arms-length negotiations over the course of several months, the Parties negotiated a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against CSC and its related persons and entities, as set forth herein.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through the Litigation would require substantial additional risk, uncertainty, discovery, time, and expense for all Parties.

6. CSC has denied and continues to deny (a) all allegations and claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else of any kind whatsoever that have or could have been asserted in this Litigation or may be asserted in the future concerning the Incident; (b) that the Representative Plaintiffs in the Litigation and the class they purport to represent have suffered any damage, and (c) that the Litigation satisfies the requirements to be certified and tried as a class action. Despite CSC’s position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, CSC desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed

or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by CSC and any related persons or entities, nor shall it constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of CSC or admission by any of the Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action.

7. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel, as defined in paragraph 15, have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

10. “**Administrative Expenses**” shall mean expenses associated with the Settlement Administrator, including but not limited to actual costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

11. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

12. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

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

14. “**Class**,” “**Settlement Class**,” “**Class Member**,” or “**Settlement Class Member**” shall mean each member of the Settlement Class, as defined in Section III of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

15. “**Class Counsel**” shall mean David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of Murphy Law Firm, and Scott Cole of Cole & Van Note.

16. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

17. “**Court**” shall mean Judge Joan M. Azrack of the United States District Court for the Eastern District of New York, or any other judge who shall have jurisdiction over the pending Litigation.

18. “**Defendant**” or “**CSC**” shall mean CSC ServiceWorks, Inc.

19. “**Defendant’s Counsel**” shall mean Daniel Robertson and Alfred Saikali of Shook, Hardy & Bacon.

20. “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final, which is 30 days after the Court’s grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case.

21. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representatives.

22. “**Fee Award**” means the amount of attorneys’ fees awarded by the Court to Class Counsel that along with Class Counsel’s expenses shall not exceed \$225,000.

23. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

24. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving Service Awards to the Class Representatives.

25. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to the Federal Rules of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

26. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

27. “**Litigation**” shall mean the actions captioned *Conaway, et al., v. CSC ServiceWorks, Inc.*, No. 1:24-cv-05719 (E.D.N.Y.).

28. “**Long Form Notice**” is the content of the notice substantially in the form of **Exhibit A** which is the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

29. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A** (long-form notice) and **B** (short-form notice), consistent with the requirements of due process. The Notice Date in this case will be 30 days after the Court enters the Preliminary Approval Order.

30. “**Objection/Exclusion 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 a date approximately 60 days after Notice Date, or such other date as ordered by the Court.

31. “**Parties**” shall mean Plaintiffs and CSC, collectively.

32. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives, Frederick Conaway and Tina Qamar.

33. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D**.

34. “**PII**” means names, dates of birth, Social Security numbers, contact information, driver’s license numbers, financial account information, health insurance information, and medical information, and any other personally identifiable information that Defendant may have collected and maintained.

35. “**Reminder Notice**” means the reminder notice that the Settlement Administrator will send to Class Members who have not yet submitted a claim and for whom the Settlement Administrator has an email address 30 days before the Claims Deadline. The Reminder Notice shall be issued only in the event that the claims rate is less than 3% as of thirty (30) days after Notice has been issued to the Settlement Class.

36. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

37. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

38. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

39. “**Service Award**” shall have the meaning ascribed to it as set forth in Section XV of this Settlement Agreement. The Service Award requested in this matter will be \$2,500.00, subject to court approval.

40. “**Settlement Administrator**” means, subject to Court approval, Atticus Administration, LLC, an entity jointly selected and supervised by Class Counsel and CSC to administer the settlement.

41. “**Settlement Payment**” means an amount up to a maximum of Five Thousand Dollars per person (\$5,000.00) as further described in paragraph 52 of this Settlement Agreement. In no event shall CSC be required to pay more than this amount for claims made under the terms of this Settlement Agreement. The actual amount of the Settlement Payment paid for Approved Claims will be determined on a “claims made” basis such that only those individual Approved Claims will be funded up to the maximum amount. The Service Award to Plaintiffs is in addition to any Settlement Payment they may receive.

42. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A, C, and D** (or any forms of these documents that are approved by the Court),

this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, www.CSCServiceWorksDataSettlement.com, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed or emailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 90 days after the Effective Date.

43. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member and/or emailed to the Settlement Class Members, in the same or substantially similar form as **Exhibit B** hereto.

III. SETTLEMENT CLASS CERTIFICATION

44. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph 47; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Class Counsel, as defined in paragraph 15 above, shall be appointed as Class Counsel.

45. CSC does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that CSC did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class for purposes of the settlement, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class in this Litigation or in any other litigation.

46. The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a valid and timely claim to the Claims Administrator.

47. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All persons residing in the United States whose PII was compromised in the Data Security Incident announced by CSC in or around August 2024.

48. Excluded from the Class are: (1) any entity in which CSC has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CSC. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

49. It is estimated that the Class is comprised of approximately 35,000 individuals.

50. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation. If for any reason the Settlement is not granted preliminary and/or final approval, CSC’s agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding as more fully set forth in paragraph 45, above.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

51. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiffs and the Settlement Class, the Litigation and the Released Claims, as described in Section VII.

V. SETTLEMENT BENEFIT ALLOCATION

52. Monetary Payments

- a. Compensation of Out-of-Pocket Expenses and Lost Time: CSC will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and validity by the Settlement Administrator.

CSC will provide compensation, up to a total of \$5,000.00 per person, to a member of the Settlement Class, upon submission of a valid and timely claim and supporting documentation, for the following unreimbursed losses:

- i. *Out-of-pocket expenses incurred* as a result of the Incident, including but not limited to bank fees, long distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring or other identity theft insurance product purchased between September 23, 2023, and the date of the close of the Claims Period;
- ii. *Up to four hours of lost time*, at \$25.00/hour of time spent mitigating the effects of the Incident.¹ Class members may submit claims for

¹ Claims for lost time are included within the \$5,000.00 cap on out-of-pocket expenses.

up to 4 hours of lost time by submitting an attestation, made under penalty of perjury, that they spent the claimed time responding to issues raised by the Incident.

In order to be an out-of-pocket loss for which compensation can be claimed, the following conditions must be met:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was caused by the Incident;
- iii. The loss occurred after the date of the Incident and before the Claims Deadline; and
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Settlement Class Members with out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. No documentation beyond the Settlement Class Member’s sworn attestation is required to claim lost time. Claims for lost time can be combined with claims for out-of-pocket loss but are subject to the \$5,000.00 cap.

- b. **Credit Monitoring**: CSC will pay for additional credit monitoring services as follows:
 - i. All Settlement Class Members shall be offered a two-year membership of one-bureau (“1B”) credit monitoring with \$1,000,000.00 in identity theft/fraud insurance.
 - ii. The additional credit monitoring services noted in (i) are in addition to any credit monitoring services CSC initially offered related to the Data Security Incident.
- c. **Release**: The relief stated above will be provided to Settlement Class Members as consideration for a general release of CSC and Released Parties set forth in Section VII below.

- d. **Settlement Administration Fees:** CSC will pay the entirety of the settlement administration fees, including without limitation the actual cost of notice to the class and claims administration.
- e. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner reasonably agreed upon by the Parties.

Within 45 days following the Effective Date, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a valid and timely claim, subject to the individual caps on settlement class monetary payments set forth in Paragraph 52, above.

- f. **Settlement Payments:** Within thirty days of the Effective Date and receipt of payee instructions and a Form W-9 for the Settlement Administrator, CSC or its insurer shall pay to the Settlement Administrator sufficient funds to satisfy the monetary payments described in Section 52(a) and 52(b). Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the funds paid by CSC shall be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- g. **Escrow Agent:** The funds provided by CSC to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Payment pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

53. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.** Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the appointment of the Settlement Administrator, the proposed settlement website, issuance of the draft Class Notice and use of the proposed Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - i. At any hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

- ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred as more fully set forth in paragraph 45, above.

54. **Submission and Evaluation of Claims**

- a. **Claims Period**: The Parties agree that the period for filing claims shall be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class.
- b. **Claim Form**: All claims must be submitted on a Claim Form. The Claim Form will require the Settlement Class Member to provide his or her full name, home mailing address, and telephone number; an affirmation that he/she is a class member as defined in paragraph 47; and a signature affirming the accuracy of the provided information.
- c. The Claim Form shall permit Settlement Class Members to claim up to \$5,000.00 for reimbursement of out-of-pocket expenses and time expended mitigating the effects of the Incident, upon provision of appropriate documentation, as set forth in Paragraph 52(a), and claim the credit monitoring set forth in Paragraph 52(b).
- d. The Claim Form must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as **Exhibit C**.
- e. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted) as provided by this Settlement Agreement.
- f. Any Claim Form that lacks the requisite information will be deemed to be incomplete and invalid.
- g. A Settlement Class Member is not entitled to any compensation or to enrollment in the credit-monitoring services if: (1) he or she submits a Claim Form after the Claims Deadline; (2) if the Claim Form is incomplete or invalid

after an opportunity to cure any error(s) and/or omission(s) or contains false information; and/or (3) if the class member excludes him- or herself.

- h. Within twenty-one days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in this Agreement, including Paragraph 52.
- i. Within thirty-five days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within forty-five days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.
- j. Counsel for the Parties shall have thirty days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within thirty days after Counsel for the Parties receive the Initially Approved Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
- k. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have thirty days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within thirty days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.
- l. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. After the Effective Date, the date all claims are finalized without any further dispute shall be referred to as the “**Claims Finalization Date.**” If neither Class

Counsel nor CSC's Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and CSC's Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

- m. Within twenty-one days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid to each claimant under ¶ 52(a) and (b) above (the "Final Claims List"). Within thirty days of the Claims Finalization Date, the Settlement Administrator shall send payment to each Settlement Class Member on the Final Claims List.
- n. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five business days of the last such payment.
- o. In the event that payments made to Settlement Class Members are not cashed within ninety days after their date of issuance, those payments will become null and void and will revert to CSC or its insurer.
- p. A notice of eligibility to enroll in the credit-monitoring product described in Paragraph 52(b) will be delivered to each claimant after the claimant's claim has been approved. Within ten days of the Claims Finalization Date, the settlement administrator will send to each claimant who has filed an approved claim an email or direct mail, which will provide an activation code and instructions on how to enroll in and use the product. The activation code will be active for 90 days and once enrolled in the credit-monitoring, claimants are entitled to remain enrolled for the applicable term at no cost to them.

VI. PROSPECTIVE RELIEF

55. CSC agrees to keep in place reasonable enhanced security safeguards through December 31, 2027, which were implemented to help prevent a future data incident.

56. Costs associated with these business practice commitments will be CSC's responsibility separate and apart from other Settlement benefits.

VII. RELEASE

57. Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge CSC and all of its agents, predecessors, successors, parents, subsidiaries, and related or affiliated entities; and its and their respective assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers ("**Released Parties**") from any and all past, present and future claims, demands, actions, causes of action, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints,

suits, petitions, obligations, debts, penalties, damages, or liabilities of any nature whatsoever, known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties reasonably related to the operative facts alleged in or otherwise described by the Litigation or arising out of or in any way related to the Incident and/or Released Parties' recordkeeping or data security policies and practices, whether or not pleaded or otherwise asserted in the Litigation, including any and all damages, losses, or consequences thereof ("**Released Claims**").

58. Each Releasor 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, including but not limited to § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

59. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section V and XIV, CSC shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspect of the Settlement Agreement.

60. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

61. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing at least 120 days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.

62. At least fourteen days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Settlement Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

63. Settlement Administrator

- a. The Parties have jointly selected the Settlement Administrator, who shall be jointly supervised by Class Counsel and CSC to administer the settlement.
- b. Costs of Settlement Administration shall be borne by CSC, outside of and separate from the Settlement Payments to Settlement Class Members.

64. Class List

- a. CSC, with the assistance of the Settlement Administrator as appropriate, shall create a “Class List,” based on information already within CSC’s possession.
- b. The Class List shall include the names and last known email and mailing addresses of potential Settlement Class Members that CSC used to notify Settlement Class Members of the Incident, to the extent such information is readily available.
- c. CSC shall provide the Class List to the Settlement Administrator and Class Counsel within fourteen (14) days after entry of the Preliminary Approval Order.

65. Type of Notice Required

- a. The Notice, which shall be substantially in the form of **Exhibits A and B** attached hereto, shall be used to inform proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Settlement Class Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Settlement Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may submit Claims Forms and be eligible for (1) two-year membership of one-bureau (“1B”) credit monitoring with \$1,000,000.00 in identity theft/fraud insurance, and (2) the ability to claim up to \$5,000.00 for reimbursement of unreimbursed out-of-pocket expenses or lost time mitigating the effects of the Incident, upon provision of appropriate documentation. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as **Exhibits A and B** hereto.
- c. Notice of the settlement (substantially in the form of **Exhibit A**) shall be posted on the Settlement Website within thirty (30) days of the entry of the Preliminary Approval Order.

66. Notice Deadline

- a. Within thirty days of entry of the Preliminary Approval Order, the Settlement Administrator shall:
 - disseminate by U.S. Mail the Short Form Notice in the form of **Exhibit B** to Settlement Class Members identified on the Class List; and,
 - post the Long Form Notice in the form of Exhibit A on the Settlement Website.

X. EXCLUSIONS

67. Exclusion Period

- a. Settlement Class Members will have up to and including sixty days following Notice Deadline to exclude themselves from the Settlement in accordance with this Section.
- b. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

68. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and their wet signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any order or judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

- e. Within ten days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. In the event that more than 2% of the Class List submit timely and valid notices of exclusion, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five business days from the date the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Plaintiffs' Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. OBJECTIONS

69. Objection Period

- a. Settlement Class Members will have up to and including sixty days following the Notice Deadline to object to the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

70. Objection Process

- a. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.
- b. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for

the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; and (6) the objector's wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

- c. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Settlement or attend the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

XII. FINAL APPROVAL HEARING

71. The Parties will jointly request that the Court hold a Final Approval Hearing no earlier than one hundred twenty days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to the Federal Rules of Civil Procedure for settlement and, if so, (1) consider any properly filed objections; (2) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (3) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XIII. FINAL APPROVAL ORDER

72. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.

73. The Parties shall jointly submit to the Court a proposed Final Approval Order, that, without limitation:

- a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members and directing its consummation according to its terms;

- b. Dismisses with prejudice all claims of the Settlement Class against CSC in the Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and
- c. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, CSC, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Payment.

74. Class Counsel shall use their best efforts to assist CSC in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIV. TERMINATION OF THE SETTLEMENT

75. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

76. Either Party may elect to terminate and cancel this Settlement Agreement within ten days of any of the following events:

- a. The Court refuses to grant preliminary approval of this Settlement Agreement;
- b. The Court refuses to grant final approval of this Settlement Agreement in any material respect; or
- c. The Court refuses to enter a final judgment in this Litigation in any material respect.

77. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

78. **Attorneys' Fees:** At least fourteen days before the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees and costs in an amount not to exceed \$225,000 (Two Hundred Twenty-Five Thousand Dollars). Attorneys' fees and expenses awarded by the Court shall be provided outside of and separate from the Settlement Payment. This amount was negotiated after the primary terms of the settlement were negotiated.

79. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

80. **Service Award to Plaintiffs:** Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for Plaintiffs in an amount not to exceed \$2,500.00, each. This amount was negotiated after the primary terms of the settlement were negotiated.

81. The Service Awards and Fee Award shall be paid by wire transfer written by Defendant or its insurer no later than seven (7) days after the later of (1) the Effective Date or (2) the date Class Counsel provides and independently confirms payee account information and a Form W-9.

82. In no event will CSC's liability hereunder for the Fee Award, Administrative Expenses, and/or a Service Award or any other fees, costs or expenses exceed its funding obligations set out in this Settlement Agreement. CSC shall have no financial responsibility for this Settlement Agreement except as explicitly set out in this Settlement Agreement. CSC shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. CSC will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel or counsel for plaintiff(s) in any other lawsuit relating to the Data Security Incident.

XVI. MISCELLANEOUS REPRESENTATIONS

83. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

84. The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement, and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and CSC's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

85. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by CSC in bad faith or without a reasonable basis.

86. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity the subject matter, amount, facts, terms, and conditions of this Settlement Agreement, including but not limited to any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case reasonable notice will be provided to the other Party before disclosure is made. The Parties further agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.

87. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasors.

88. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

89. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

90. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

91. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

92. This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

93. The Parties agree that **Exhibits A through D** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

94. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

95. Except as otherwise provided herein, each Party shall bear its own costs.

96. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

97. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

98. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

99. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

100. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

101. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

102. Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged Plaintiffs and Class Counsel from any and all claims, whether known or unknown, that arise out of, are based upon, or relate to the Prosecution of the Action or the

Litigation (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement Agreement.)

103. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

104. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

105. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

106. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

107. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

David K. Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN**
5335 Wisconsin Avenue NW
Washington, D.C. 20015-2052
Dlietz@milberg.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
abm@murphylegalfirm.com

Scott Edward Cole
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
sec@colevannote.com

If to CSC ServiceWorks Inc.'s Counsel:

Daniel W. Robertson
SHOOK, HARDY & BACON LLP
1 Rockefeller Plaza
Suite 2801
New York, NY 10020
drobertson@shb.com

Alfred J. Saikali
SHOOK, HARDY & BACON LLP
Citigroup Center, Suite 3200
201 South Biscayne Boulevard
Miami, FL 33131-4332
asaikali@shb.com

108. This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, as Class Counsel

By: David K. Lietz

Print Name: David K. Lietz

Date: 4/24/2024

MURPHY LAW FIRM, as Class Counsel

By: A. Brooke Murphy

Print Name: A. Brooke Murphy

Date: 4/24/25

COLE & VAN NOTE, as Class Counsel

By: _____

Print Name: _____

Date: _____

CSC ServiceWorks, Inc.

By: _____

Print Name: _____

Date: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

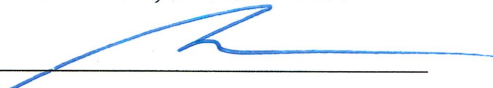
MURPHY LAW FIRM, as Class Counsel

By: _____

Print Name: _____

Date: _____

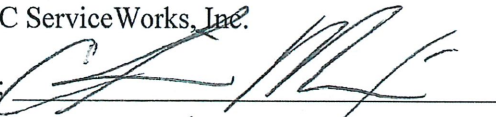
COLE & VAN NOTE, as Class Counsel

By:  _____

Print Name: Scott Edward Cole

Date: April 24, 2025

CSC ServiceWorks, Inc.

By:  _____

Print Name: Chris Maxie

Date: 4/24/25

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
CSC provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Long Form Notice Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Reminder Notice	+60 days after Notice Date
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representatives’ Service Award	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Exclusions to Class Counsel and Defendant’s Counsel	+70 days after Notice Date
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties’ Challenge to Any Claims	+ 30 days from Initially Approved/Rejected Claims List
<u>Final Approval Hearing</u>	+120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Settlement Administrator provides W-9 to CSC	+15 days after Final Approval Order
Effective Date	+30 days after Final Approval Order
Payment of Attorneys’ Fees and Expenses Class Representatives’ Service Award	+7 days after Effective Date or upon receipt of a W-9 and payee instructions from Class Counsel, whichever is later
Settlement Website Deactivation	+90 days after Effective Date

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

If you are a resident of the United States and your Personally Identifiable Information (“PII”) was compromised in the Data Security Incident (“Incident”) announced by CSC ServiceWorks, Inc. (“CSC,” or “Defendant”) in or around August 2024, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class” or “Class Member”).

A proposed Settlement has been reached in a class action lawsuit against CSC. The lawsuit asserted claims against CSC related to a Data Security Incident against CSC that was announced in or around August 2024. If you are a Settlement Class Member, your legal rights and options are described in this Notice.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY DATE	Submit a Claim Form to receive Settlement benefits, including compensation for documented Out-of-Pocket Expenses up to a total of \$5,000.00; reimbursement for up to four (4) hours of Lost Time at \$25.00 per hour for time spent mitigating the effects of the Incident (to be included within the \$5,000 cap on reimbursable expenses); and two (2) years of one-bureau credit monitoring and identity theft protection services.
DO NOTHING	You will not be eligible to receive the benefits from the Settlement and, if the Settlement is approved, you will no longer be able to sue CSC or the Released Parties over the claims resolved in this Settlement.
SUBMIT A WRITTEN EXCLUSION REQUEST BY DATE	Submit written notice of your intent to be excluded from the Settlement Class. You will receive no benefits from the Settlement, but you will retain your legal claims against CSC and Released Parties.
FILE AN OBJECTION BY DATE	Inform the Court in writing of why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON DATE	Ask to speak in Court about the fairness of the Settlement.

No payments or other Settlement benefits will be issued until after the Court gives Final Approval to the Settlement and any appeals are resolved.

You can learn more about the Settlement by visiting the Settlement Website at www.CSCServiceWorksDataSettlement.com or by calling 1-8XX-XXX-XXXX.

Further Information about this Notice and the Lawsuit

1. Why did I receive a Notice in the mail?

The postcard Notice you received in the mail was sent to inform you of the proposed Settlement because Defendant's records indicate you may be a member of the Settlement Class and are eligible to receive benefits. The Litigation includes the class action *Conaway, et al. v. CSC ServiceWorks, Inc.*, No. 1:24-cv-05719, pending in the United States District Court, Eastern District of New York.

Judge Joan M. Azrack of the United States District Court for the Eastern District of New York is overseeing the proposed Settlement and authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with the proposed Settlement.

2. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of all others who are alleged to have similar claims. Together, these people are the "Class," and each person individually is a "Class Member." In this case, the Plaintiffs or "Class Representatives" who sued CSC are Frederick Conaway and Tima Qamar. CSC, the company being sued, is known as the Defendant.

3. Why is there a Settlement?

The Plaintiffs, through their attorneys (known as "Class Counsel"), investigated the facts and law relating to the issues in the pending Litigation. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to Class Members.

The Court has not decided whether the Plaintiffs' claims or CSC's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid and timely claims will receive benefits from the Settlement. The Settlement does not mean that CSC did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

4. Who is in the Settlement Class?

The Settlement Class includes all persons residing in the United States whose PII was compromised in the Data Security Incident announced by CSC in or around August 2024.

The Settlement Class specifically excludes: (1) any entity in which CSC has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CSC.

Excluded also from the Class are members of the judiciary to whom the Litigation is assigned, their families and members of their staff.

5. What are the Settlement benefits?

Class Members may submit valid and timely Claim Forms for the following benefit options:

- A. Compensation for Out-of-Pocket Expenses and Lost Time** up to a total of \$5,000.00 per Settlement Class Member for any of the following actual, documented, unreimbursed losses:
- i. Up to four hours of lost time, at \$25.00/hour of time spent mitigating the effects of the Incident. Class Members may submit claims for up to four hours of lost time by submitting an attestation, made under penalty of perjury, that they spent the claimed time responding to issues raised by the Incident. No documentation beyond the sworn attestation of the Class Member is required to claim lost time. Claims for lost time are subject to the \$5,000.00 Out-of-Pocket Expenses cap.
 - ii. Out-of-pocket expenses incurred as a result of the Incident, including, but not limited to, bank fees, long-distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 23, 2023, and the Claims submission deadline.

In order to claim out-of-pocket expenses, the Settlement Class Member must have 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. Adequate documentation establishing the full extent of the claims made must also be provided and can include receipts and other documentation. “Self-prepared” documents by themselves are insufficient to receive reimbursement, but can be considered to add clarity to or support other supporting documentation.

- B. Credit Monitoring** for 2 years with a one-bureau service with \$1,000,000.00 in identity theft/fraud insurance. This benefit is in addition to any credit monitoring services CSC initially offered related to the Data Security Incident.

The Settlement Administrator shall have the sole discretion to determine which claims are valid and which claims are invalid and may request additional information from Settlement Class Members to seek clarification regarding submitted claims. The Settlement Administrator will employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms that are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in the Settlement.

6. What am I giving up under the Settlement?

Settlement Class Members who do not request exclusion from the Settlement will be bound by the Settlement Agreement and any final judgment entered by the Court and will give up their right to sue the Released Parties for the Released Claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.CSCServiceWorksDataSettlement.com.

Your Options as a Settlement Class Member

7. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. If you wish to be eligible for compensation from this Settlement, however, you **must** complete and submit a Claim Form by **DATE**. You may download or submit a Claim Form online at www.CSCServiceWorksDataSettlement.com, you may mail a claim form to **CSC Data Settlement** c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164, or you may email a claim form to **XXX**.

If you do not want to give up your right to sue the Released Parties related to the Incident or the issues raised in this case, you must exclude yourself from the Settlement Class. *See* Question 11 below for instructions on how to exclude yourself. If you opt out of the Settlement Class, you will no longer be eligible to receive compensation from the Settlement.

If you object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also submit a request to exclude yourself from the Settlement Class) and file a written objection with the Court. (*See* Question 14 below.) If you object, you must still submit a claim to be eligible for compensation from the Settlement.

8. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, you will be bound by the Settlement and you will never be able to file a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement after the Settlement receives Final Approval and the judgment becomes final.

9. How do I submit a claim?

You may complete the Claim Form online at www.CSCServiceWorksDataSettlement.com. You may also download and print a paper Claim Form from www.CSCServiceWorksDataSettlement.com or call the Settlement Administrator at 1-8XX-XXX-XXXX to have one mailed to you.

If you choose to complete a paper Claim Form, the completed and signed Claim Form and any documentation you are using to support your claims must be sent to the Settlement Administrator by email at: CSCDataSettlement@atticusadmin.com, or by mail to the address below. Claim Forms must be filed online or postmarked for mail by **DATE**.

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

10. Who decides my Settlement claim and how do they do it?

The Settlement Administrator shall have the sole discretion to determine which claims are valid and which claims are invalid and may request additional information from Settlement Class Members to seek clarification regarding submitted claims. The Settlement Administrator will employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in the Settlement.

The Settlement Administrator may also consult with Class Counsel and Defendant's Counsel in making individual determinations as necessary.

11. How do I exclude myself from the Settlement?

If you wish to exclude yourself from the Settlement Class, you must individually sign and submit a timely written notice of such intent to the Settlement Administrator by mail, postmarked by **DATE**.

To be valid, an exclusion request must include (i) your name, address and phone number, (ii) the name and number of this case (*Conaway v. CSC ServiceWorks, Inc.*, No. 1:24-cv-05719 (E.D.N.Y.)), (iii) a clear statement of your intent to be excluded from the Settlement Class, and (iii) your handwritten signature. Your exclusion request must be sent by U.S. mail, postmarked by **DATE** to:

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

12. If I exclude myself, can I receive the Settlement benefits?

No. If you submit a timely and complete exclusion request, you will not be entitled to any compensation from the Settlement and you will also not be bound by the terms of the Settlement Agreement.

13. If I do not exclude myself, can I sue the Released Parties for the Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must timely exclude yourself from the Settlement Class if you wish to start or continue your own lawsuit or to be part of a different lawsuit relating to the claims

in this case. If you exclude yourself, do not submit a Claim Form requesting benefits from this Settlement.

14. How do I object to the Settlement?

If you do not request exclusion from the Settlement Class, you have the right to object to the Settlement Agreement and its terms. The Court will consider your views when determining whether to award final Settlement approval. If the Court denies Final Approval, no Settlement benefits will be issued, and the Litigation will continue.

To be valid, the objection must include (i) your full name, address, and current telephone number; (ii) the case name and number (*Conaway v. CSC ServiceWorks, Inc.*, No. 1:24-cv-05719 (E.D.N.Y.)); (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials, (iv) the identification of any other objections you have filed or that have been filed on your behalf, in any other class actions in the last four years (v) whether you intend to appear at the Final Approval Hearing, and (vi) your handwritten signature.

If you are represented by counsel, you must also provide the name and telephone number of your counsel. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also identify any witnesses you may call to testify at the Final Approval Hearing, and all exhibits you intend to introduce into evidence at the Final Approval Hearing must be included with your written objection.

The objection must be filed with the Court (either via the Court’s electronic filing system, in person, or by mail) and a copy mailed to the Settlement Administrator on or before **DATE**.

Clerk of the Court	Settlement Administrator
United States District Court Eastern District of New York Long Island Courthouse 100 Federal Plaza Central Islip, NY 11722	CSC Data Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164

If you fail to timely file and serve a written objection and notice of intent to appear in the manner described above, you will not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the Settlement Agreement by appeal or other means.

Court Approval of the Settlement

15. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE**, at **TIME** at the District Court of the Eastern District of New York, Courtroom **##**, **ADDRESS** to decide whether to approve the

Settlement. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are properly filed objections, the Court will consider them and will listen to people who properly requested to speak at the hearing. The Court will also consider Class Counsel’s Fee Award.

It is possible the Court could reschedule the hearing to a different date or time without notice. Please check the Settlement website at www.CSCServiceWorksDataSettlement.com if you plan to attend.

16. Do I have to attend the hearing?

No. You do not need to attend the hearing. Class Counsel will represent the interests of the Settlement Class. If you object to the Settlement and wish to appear in person you are welcome to do so if your written objection was properly submitted pursuant to the instructions in Question 14. It is not necessary to appear in person to make an objection. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

17. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal or take time to resolve. We do not know how long this process may take.

18. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to pay Settlement Class Members, Class Counsel, or the Class Representative, and the Litigation will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

19. Who represents the Settlement Class?

The Settlement Class is represented by:

<p>David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 5335 Wisconsin Ave. NW Washington, D.C. 20015-2052 DLietz@millberg.com</p>	<p>A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy Suite 700 Oklahoma City, OK 73108 abm@murphylegalfirm.com</p>	<p>Scott Edward Cole COLE & VAN NOTE 555 12th Street Suite 2100 Oakland, California 94607 sec@colevannote.com</p>
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Settlement Class Members will not be charged for the services of Class Counsel. You may hire your own attorney at your own expense to advise you on this matter or represent you in making an objection or appearing at the Final Approval Hearing, but you are not required to do so.

20. How will the lawyers for the Settlement Class be paid?

Class Counsel will ask the Court to approve an award of attorneys' fees and costs in an amount not to exceed \$225,000. Class Counsel will be paid for fees, costs, and expenses in an amount approved by the Court. Class Counsel will also seek approval from the Court for payment in the amount of \$2,500 to each of the Class Representatives as Service Awards in recognition of their contributions to this Litigation.

The amounts approved by the Court for Class Counsel's Fee Award and costs and the Class Representatives' Service Awards above, and the costs to administer the Settlement will be paid by CSC.

For Further Information

21. What if I want further information or have questions?

For additional information, please visit www.CSCServiceWorksDataSettlement.com. You may also contact the Settlement Administrator by mail, email or phone:

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

CSCDataSettlement@atticusadmin.com
Toll-Free: 1-8XX-XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT OR CSC'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

#: 208

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

If you are a resident of the United States and your Personally Identifiable Information (“PII”) was compromised in the Data Security Incident (“Incident”) announced by CSC ServiceWorks, Inc. (“CSC,” or “Defendant”) in or around August 2024, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class” or “Class Member”).



For more information scan the QR code to visit the settlement website:

www.CSCServiceWorksDataSettlement.com

claimantid

<<envelopebarcode>>

Claimant ID: <<claimantid>>

<<FirstName>> <<Last Name>>

<<Address1>> <<Address2>><<City>>,

<<ST>>, <<Zip>>

WHO IS A CLASS MEMBER? The Settlement Class includes all persons residing in the United States whose Personally Identifiable Information was compromised in the Incident announced by CSC in or around August 2024. The Settlement Class specifically excludes: (1) any entity in which CSC has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CSC. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Class Members may complete and submit a Claim Form for the following benefits: (i) **Compensation for Lost Time** for up to 4 hours at \$25.00 per hour for time spent mitigating the effects of the Incident; (ii) **Compensation for Out-of-Pocket Expenses** up to \$5,000.00 for actual, documented, unreimbursed out-of-pocket expenses incurred as a result of the Incident; and (iii) **Credit Monitoring** for 2 years (one-bureau) with \$1,000,000.00 in identity theft/fraud insurance coverage. Claim Forms must be filed by **DATE**. Claim filing is available at: www.CSCServiceWorksDataSettlement.com.

WHO REPRESENTS THE SETTLEMENT CLASS? The Class is Represented by: David K. Lietz, **MILLBERG COLEMAN BRYSON PHILLIPS GROSSMAN**, A. Brooke Murphy, **MURPHY LAW FIRM**, and Scott Edward Cole, **COLE & VAN NOTE** whose contact information can be found in the Long Form Notice available at www.CSCServiceWorksDataSettlement.com.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for settlement compensation, you must timely complete and submit a Claim Form by **DATE**, online at www.CSCServiceWorksDataSettlement.com or returned to the Settlement Administrator by mail at the return address on this postcard, or email at cscdatasettlement@atticusadmin.com.

Request Exclusion. You may exclude yourself from the Settlement and retain your ability to sue CSC on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than [DATE]. (Visit www.CSCServiceWorksDataSettlement.com for instructions on how to opt out of this settlement.) You cannot receive benefits if you exclude yourself. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the settled claims. **Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed and postmarked no later than **DATE**, and provide the reasons for the objection. Please visit the website for more details.

Do Nothing. If you do nothing, you will not receive compensation from the Settlement and you will lose the right to sue regarding any issues relating to this action. **Attend the Final Approval Hearing.** The Court will hold a Final Approval Hearing on **DATE**. All persons who timely object to the Settlement may appear at the Final Approval Hearing. More information about all these options is available at www.CSCServiceWorksDataSettlement.com.

QUESTIONS? Visit the website, call 1-8XX-XXX-XXXX, or email Settlement Administrator at cscdatasettlement@atticusadmin.com

Place
Stamp
Here

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

211
CLAIM FORM

Claims must be postmarked, emailed, or filed online at www.CSCServiceWorksDataSettlement.com no later than **DATE**.

NAME: <<first name>> <<last name>>

ADDRESS: <<address1>> <<address>> <<city>>, <<ST>> <<zip>>

1. **CREDIT MONITORING:** Would you like to receive 2 years of one-bureau credit monitoring services?

YES NO

2. **LOST TIME:** All Settlement Class Members may submit claims for up to 4 hours of lost time at \$25 per hour for time spent mitigating the effects of the Incident.

I attest that I spent (rounding up to the hour): 1 Hour (\$25) 2 Hours (\$50) 3 Hours (\$75) 4 Hours (\$100)

(Note: Claims for reimbursement of out-of-pocket losses require supporting documentation and must be submitted online at www.CSCServiceWorksDataSettlement.com, emailed to cscdatasettlement@atticusadmin.com, or mailed to Atticus Administration with a separate Claim Form. Refer to the website for further details and instructions.)

I swear and affirm under penalty of perjury under the laws of my state that the information I have supplied in this Claim Form is true and correct and that this form was executed by me on the date set forth below.

Signature: _____

Date: _____

EXHIBIT C

CSC SERVICEWORKS DATA SETTLEMENT
CLAIM FORM

If you are a resident of the United States and your Personally Identifiable Information (“PII”) was compromised in the Data Security Incident (“Incident”) announced by CSC ServiceWorks, Inc. (“CSC,” or “Defendant”) in or around August 2024, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class” or “Class Member”).

GENERAL INSTRUCTIONS

Class Members may complete and submit a Claim Form for the following benefit options:

- A. Compensation for Out-Of-Pocket Expenses and Lost Time** up to a total of \$5,000.00 per Settlement Class Member for any of the following actual, documented, unreimbursed losses:
- i. Up to four hours of lost time, at \$25.00/hour of time spent mitigating the effects of the Incident. Class Members may submit claims for up to 4 hours of lost time by submitting an attestation, made under penalty of perjury, that they spent the claimed time responding to issues raised by the Incident. No documentation beyond the sworn attestation of the Class Member is required to claim lost time. Claims for lost time are subject to the \$5,000.00 Out-of-Pocket Expenses cap.
 - ii. Out-of-pocket expenses incurred as a result of the Incident, including bank fees, long-distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 23, 2023, and the **claim filing deadline date**. (Refer to the Settlement Website for instructions on the supporting documentation needed for out-of-pocket expenses.)
- B. Credit Monitoring** for 2 years with a one-bureau service. The credit monitoring will include \$1,000,000 in identity theft/fraud insurance coverage. This benefit is in addition to any credit monitoring services CSC initially offered related to the Incident.

Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim. This Claim Form can be completed and submitted with the required documentation on the Settlement Website at **www.CSCServiceWorksDataSettlement.com** or mailed or emailed to the address below. **Claim Forms must be postmarked for mail and submitted on or before DATE.**

Please legibly print all requested information, in blue or black ink. Mail or email your completed Claim Form, including any supporting documentation, by mail or email to the addresses below, or submit the Claim Form via the Settlement Website. Documentation provided in support of your claim will not be returned, so please retain copies of your documents for your personal records.

CSC Data Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Email: CSCDataSettlement@atticusadmin.com

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Mailing Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

I certify that I reside in the United States and my personal information was compromised in the Data Security Incident announced by CSC in or around August 2024. YES NO

Enter the seven-digit Claimant ID Number printed above your name and address on the postcard Notice you received by mail.

Claimant ID Number

III. IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES

I wish to receive two (2) years of Credit Monitoring Services from one-bureau.

YES NO

IV. LOST TIME

Complete this section of the Claim Form to receive compensation for up to four (4) hours of Lost Time at \$25.00 per hour for time spent mitigating the effects of the Incident.

I am claiming lost time for the total hours indicated below:

1 Hour (\$25) 2 Hours (\$50) 3 Hours (\$75) 4 Hours (\$100)

The below attestation is required to be eligible for compensation for Lost Time.

I attest and affirm that any claimed Lost Time was spent reasonably related to mitigating the effects of the Incident.

V. REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

Complete this section of the Claim Form to receive compensation for unreimbursed losses incurred as a result of the Incident up to \$5,000.00 if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) caused by the Incident; (3) the loss occurred after the date of the Incident and before **CLAIMS DEADLINE**, and (4) reasonable efforts were made to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Please summarize your Out-of-Pocket Expenses that incurred as a result of the Incident in the table on the next page.

Documented Out-of-Pocket Expenses	Date	Dollar Amount	Describe Your Support Documentation

To qualify for compensation for Out-of-Pocket Expenses, adequate documentation must be provided establishing the full extent of each claimed loss listed above. This can include receipts or other documentation, as long as it is not “self-prepared,” documenting the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement but can be considered to add clarity to or support for other submitted documentation.

VI. PAYMENT SELECTION

Please select **one** payment method for receipt of any Settlement compensation you may be entitled to:

PayPal - Enter your PayPal account email address: _____

Venmo - Enter your Venmo account mobile number: ____ - ____ - ____

Zelle - Enter your Zelle mobile number or email address:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid e-Mastercard - Enter your email address: _____

Paper Check - Payment will be mailed to the address provided above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT METHOD SELECTION. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION OR YOU DO NOT SELECT A PAYMENT METHOD FROM THE ABOVE OPTIONS, A PAPER CHECK WILL BE SENT TO YOU.

VII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection and that this form was executed by me on the date set forth below.

I understand the Settlement Administrator may ask me to provide supplemental information before my claim is considered complete and may otherwise audit my Claim Form for accuracy and validity.

Signature

Printed Name

Date

PLEASE MAKE SURE YOUR CLAIM FORM IS COMPLETE, SIGNED, AND INCLUDES DOCUMENTATION TO SUPPORT ANY OUT-OF-POCKET EXPENSES BEING CLAIMED.

THE CLAIM FORM MUST BE POSTMARKED FOR MAIL OR SUBMITTED ONLINE OR BY EMAIL ON OR BEFORE CLAIMS DEADLINE.

EXHIBIT D

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

FREDERICK CONAWAY and TINA QAMAR,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

CSC SERVICEWORKS, INC.,

Defendant.

Case No.: 2:24-cv-05719-JMA-ARL

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of The Settlement Class

1. The Court provisionally certifies the following Settlement Class:

All persons residing in the United States whose PII was compromised in the Data Security Incident announced by CSC in or around August 2024. The Settlement Class specifically excludes: (1) any entity in which CSC has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CSC. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

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

2. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

3. Frederick Conaway and Tina Qamar are designated and appointed as the Settlement Class Representatives.

4. David K. Lietz of Milberg, A. Brooke Murphy of Murphy Law Firm, and Scott Edward Cole of Cole & Van Note, who were previously appointed by the Court as interim Co-Lead Class Counsel, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that Mr. Lietz, Ms. Murphy, and Mr. Cole are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, 2025, at ___ a.m./p.m. in the courthouse for the United States District Court for the Eastern District

of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Consolidated Class Action Complaint and Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses should be approved; and (f) the Settlement Class Representatives are entitled to the requested service awards. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

7. Class Counsel shall submit their application for Attorneys' Fees and Expenses fourteen (14) days prior to the Objection Deadline and Opt-Out Deadline.

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

Administration

9. Atticus Administration, LLC is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, and all other obligations of the Settlement Administrator as set forth

in the Settlement. All Notice and Settlement Administration Costs incurred by the Settlement Administrator will be paid by the Defendant, as provided in the Settlement.

Notice to the Class

10. The Notice Plan, along with the Short Notice, Long Notice, and Claim Form attached to the Settlement as Exhibits A through C satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

11. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Exclusions from the Class

12. Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice

must be postmarked no later than 60 days after the Notice Date (the “Opt-Out Deadline”). All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

Objections to the Settlement

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

14. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the objector’s full name and address;
- b. the case name and docket number: *Conaway et al. v. CSC Serviceworks, Inc.*, Case No. 2:24-cv-05719-JMA-ARL (E.D.NY.);
- c. a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable;
- d. the identity of any and all counsel representing the objector in connection with the objection;

- e. a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- f. the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

15. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Class Counsel and Defense Counsel (addresses below).

16. The objector or his or her counsel may also file their Objection with the Court through the Court’s ECF system, with service on Class Counsel and Defense Counsel, to be made through the ECF system. For all objections mailed to Class Counsel and Defense Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs’ motion for final approval.

DEFENDANT’S COUNSEL	LEAD CLASS COUNSEL
Daniel W. Robertson SHOOK, HARDY & BACON LLP 1 Rockefeller Plaza, Suite 2801 New York, NY 10021 Alfred J. Saikali SHOOK, HARDY & BACON LLP Citigroup Center, Suite 3200 201 South Biscayne Boulevard Miami, FL 33131-4332	David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 5335 Wisconsin Ave. NW Washington, D.C. 20015-2052 A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108 and to: Scott Edward Cole COLE & VAN NOTE 555 12th Street, Suite 2100 Oakland, California 94607

17. Any Settlement Class Member who fails to comply with the requirements for objecting pursuant to this Order shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Claims Process and Distribution Plan

18. The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

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

Termination of the Settlement and Use of this Order

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

Settlement shall be used or referred to for any purpose whatsoever.

21. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

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

Continuance of Final Approval Hearing

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

Actions By Settlement Class Members

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

Summary of Deadlines

25. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

<u>Grant of Preliminary Approval</u>	
CSC provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Long Form Notice Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Reminder Notice	+60 days after Notice Date
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representatives’ Service Award	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Exclusions to Class Counsel and Defendant’s Counsel	+70 days after Notice Date
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties’ Challenge to Any Claims	+ 30 days from Initially Approved/Rejected Claims List
<u>Final Approval Hearing</u>	
Motion for Final Approval	+120 days after Preliminary Approval Order (at minimum)
	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Settlement Administrator provides W-9 to CSC	+15 days after Final Approval Order
Effective Date	+30 days after Final Approval Order
Payment of Attorneys’ Fees and Expenses Class Representatives’ Service Award	+7 days after Effective Date or upon receipt of a W-9 and payee instructions from Class Counsel, whichever is later
Settlement Website Deactivation	+90 days after Effective Date

IT IS SO ORDERED this ____ day of _____, 2025.

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