

IN THE SUPERIOR COURT FOR MARICOPA COUNTY, ARIZONA

PENNIE ROLLER, *individually and on behalf of all others similarly situated,*

Plaintiff,

v.

CONSTAR FINANCIAL SERVICES, LLC and EMPEREON MARKETING LLC,

Defendants.

Case No. CV2025-024604

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Plaintiff,¹ individually and on behalf of the Settlement Class, on the one hand, and Constar Financial Services, LLC (“Constar”) and Empereon Marketing LLC (“Empereon”) (Constar and Empereon, collectively, “Defendants”) on the other, (Plaintiff and Defendants, together the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant Constar Financial Services, LLC is a financial services company.
2. Defendant Empereon Marketing LLC is an affiliated company with Constar, and previously employed Plaintiff Roller.
3. On or about September 27, 2024, Defendants became aware of unauthorized activity on their information systems (the “Data Incident”) with respect to certain files containing personally identifiable information, including names, Social Security numbers, mailing and email

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

addresses, telephone numbers, employment information, and information regarding income, expenses, and assets (“PII”).

4. Following the Data Incident, Plaintiff Roller filed a putative class action against Constar, Case Number 2:24-cv-02740-DJH (District of Arizona).

5. Plaintiff later voluntarily dismissed her federal action without prejudice and filed a complaint in the Superior Court for Maricopa County, Arizona, against both Constar and Empereon.

6. Given the risk, expense, and delay of continued litigation, the Parties agreed to formal mediation before Bruce Friedman, of JAMS, a mediator with deep experience resolving data incident class actions such as this one.

7. On June 23, 2025, the Parties engaged in mediation. Although the Parties were initially unable to resolve the matter, Mr. Friedman offered a mediator’s proposal, which the Parties accepted.

8. Prior to mediation, Plaintiff obtained informal discovery from Defendants related to, among other things, the nature and cause of the Data Incident, the class size, and the specific type of information potentially accessed.

9. The Parties now agree to fully, finally, and forever solve, discharge, and settle the Action entirely, without any admission by Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to Defendants and the Released Parties, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to,

or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff enters into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

10. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel all believe strongly in the merits of their respective positions but have nonetheless agreed to settle this matter because of the complexity, expense, and risk of continued litigation and because they believe the proposed Settlement is in their best interests and the best interests of their respective clients.

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

II. Definitions

11. “**Action**” means the above-captioned action filed in the Superior Court for Maricopa County, Arizona.

12. “**Application for Attorneys' Fees, Costs, and Service Awards**” means the application seeking Class Counsel's attorneys' fees and reimbursement for costs and Service Awards for the Class Representatives.

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

14. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3* which may be modified as necessary subject to the Parties’ approval.

15. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator for the election of Participating Settlement Class Member Benefits.

16. “**Claim Form Deadline**” or “**Claims Deadline**” mean the date that is sixty (60) days from the date the Notice Completion Date, and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Participating Settlement Class Member to be eligible for a Participating Settlement Class Member Benefit.

17. “**Class Counsel**” means the following: J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

18. “**Class List**” means the list of Settlement Class Members prepared by Defendants using information in Defendants’ records and provided to the Settlement Administrator by Defendants for Notice. The Class List shall include the Settlement Class Members’ names and postal addresses where known and/or as reflected in Defendants’ business records, including the records of Defendants or Defendants’ counsel who were involved in Defendants’ data incident response.

19. “**Class Representative**” means Plaintiff Pennie Roller, subject to Court appointment.

20. “**Court**” means the Superior Court for Maricopa County, Arizona.

21. **“Credit Monitoring”** means three years of one-bureau credit monitoring and identity theft protection with at least \$1,000,000 in identity fraud insurance, which Participating Settlement Class Members may elect as part of their Settlement Class Member Benefit.

22. **“Data Incident”** means the unauthorized access to Defendants’ information systems that it discovered on or about September 27, 2024.

23. **“Defendants”** means Constar and Empereon.

24. **“Defendants’ Counsel”** means Jad Sheikali of Shook Hardy & Bacon LLP and John C. Gray of Womble Bond Dickinson (US) LLP for Constar; and John Mills and Joseph Salvo of Gordon Rees Scully Mansukhani, LLP for Empereon.

25. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

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

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

28. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by

the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. “Final Approval Order” also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Awards to the Class Representatives.

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

30. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

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

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

33. “**Notice Commencement Date**” means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

34. “**Notice Completion Date**” means the date by which the Settlement Administrator shall complete the Notice Program, which shall be no later than forty-five (45) days following entry of the Preliminary Approval Order.

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

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

37. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

38. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

39. “**Participating Settlement Class Member**” means any Settlement Class Member who has not validly opted out of the settlement pursuant to the terms and conditions of this Agreement.

40. “**Participating Settlement Class Member Benefits**” means the benefits to Participating Settlement Class Members provided by the terms and conditions of this Agreement.

41. “**Party**” means each of the Plaintiff and Defendants, and “**Parties**” means Plaintiff and Defendants, collectively.

42. “**Postcard Notice**” means the double-sided postcard notice with a tear-off claim form, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

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

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

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

46. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown (including Unknown Claims), fixed or contingent, claimed or unclaimed, suspected or unsuspected, existing or potential, asserted or unasserted, liquidated or unliquidated, claims, demands, suits, actions, liabilities, rights, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, penalties, costs, attorneys’ fees and/or obligations, losses, and remedies of any kind or description whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise related to or arise from the Data Incident, the operative facts alleged in the Action, including the Complaint and any amendment thereto, the alleged access, use, disclosure and/or acquisition of Settlement Class Members’ PII in the Data Incident, Defendants’ provision of notice to Settlement Class Members following the Data Incident, Defendants’ information security policies and practices, Defendants’ maintenance or storage of PII, or otherwise arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, regardless of whether such claims are based on or arise under any federal, state, local, statutory or common law or any other law.

47. “**Released Parties**” means Defendants and Defendants’ past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys,

insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, subrogees and assigns of any of the foregoing.

48. **“Releasing Parties”** means Plaintiff and Participating Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

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

50. **“Settlement Administrator”** means Simpluris.

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

52. **“Settlement Class”** means all persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

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

54. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and the Final Approval Order, as well as any other

documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

55. “**Unknown Claims**” means any of the Released Claims that any Participating Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object and/or participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Participating Settlement Class Members, including Plaintiff, expressly shall have and/or shall be deemed to have, and by operation of the Final Approval Order shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Participating Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Participating Settlement Class Members, including Plaintiff, expressly shall have and/or shall be deemed to have and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Participating Settlement Class

Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of this Agreement of which this release is a part.

56. “**Valid Claim**” means a Claim Form submitted by a Participating Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Claimant; (c) signed physically or by e-signature by a Claimant personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

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

IV. Settlement Consideration

58. Participating Settlement Class Members are all eligible to make claims for Credit Monitoring and reimbursement for (1) up to four hours of lost time at a rate of \$20 per hour; (2) documented ordinary expenses up to \$1,000 per Class Member; and/or (3) documented extraordinary losses up to \$5,000 per Class Member. Defendant will separately pay Settlement Administration Costs, as well as Class Counsel's attorneys' fees and Plaintiff's Service Award in the amounts authorized by the Court.

a. Credit Monitoring

Participating Settlement Class Members may enroll in credit monitoring and identity theft protection services. The credit monitoring and identity theft protection services will provide each Claimant with three years of services from one of the major credit bureaus, which shall include at least \$1,000,000 in identity theft protection insurance. This benefit is available to all Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter.

b. Reimbursement for Lost Time

All Participating Settlement Class Members may submit claims for reimbursement of lost time spent because of the Data Incident up to four hours at a rate of twenty dollars (\$20) per hour, rounded to the nearest half hour. The categories of reimbursable lost time include, but are not limited to, time spent (1) addressing fraudulent charges or other identity theft, (2) creating fraud alerts or requesting a credit freeze, and (4) reviewing credit reports and bank/credit statements for unauthorized activity. To submit a claim for reimbursement of lost time, Participating Settlement Class Members must include a description of the reimbursable lost time category for which they

are seeing reimbursement an attest, under penalty of perjury, that the information they have provided is truthful and accurate.

c. Reimbursement for Documented Ordinary Expenses

All Participating Settlement Class Members may submit a claim for reimbursement of their documented ordinary expenses that are fairly traceable to the Data Incident, up to One Thousand Dollars and Zero Cents (\$1,000.00). These claims must meet each of the following requirements: (1) must be supported with third-party documentation; (2) the expense must be an actual, documented, and unreimbursed monetary expense; (3) the expense must be fairly traceable the Data Incident; (4) the expense must have been incurred after the first date of the Data Incident; and (5) the expense must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party, including but not limited to a financial institution. The necessary documentation must be from a third-party source and, if the nature of the loss is not apparent from the documentation alone, a brief description of the nature of the loss. The categories of reimbursable expenses include, but are not limited to, bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

d. Reimbursement for Documented Ordinary Expenses

All Participating Settlement Class Members may submit a claim for reimbursement of their documented extraordinary losses that are fairly traceable to the Data Incident, up to Five Thousand Dollars and Zero Cents (\$5,000.00). Valid Claims for reimbursement of documented extraordinary losses must meet each of the following requirements: (1) must be supported with third-party documentation; (2) the expense must be an actual, documented, and unreimbursed monetary

expense; (3) the expense must be fairly traceable the Data Incident; (4) the expense must have been incurred after the first date of the Data Incident; and (5) the expense must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party, including but not limited to a financial institution, and the Claimant 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/or identity theft insurance. The necessary documentation must be from a third-party source and, if the nature of the loss is not apparent from the documentation alone, a brief description of the nature of the loss. Reimbursable losses include, but are not limited to, losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money, at the time the claim is submitted, remains unreimbursed, and has been denied for and is not subject to a pending request for reimbursement by a third party, including but not limited to a financial institution.

V. Settlement Approval

59. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within fifteen (15) days of the execution of this Agreement.

60. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint the Plaintiff as

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

VI. Settlement Administrator

61. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator.

62. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Participating Settlement Class Member Benefits.

63. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendants separately and directly to the Settlement Administrator.

64. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

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

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

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

request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Participating Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;

c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Class Members and what their Class Member ID's are;

e. Respond to any mailed Settlement Class Member inquiries;

f. Process all opt-out requests from Settlement Class Members;

g. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class,

indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Distribute Participating Settlement Class Member Benefits;
- j. Send Credit Monitoring redemption codes to all Participating Settlement Class Members who submit Valid Claims electing credit monitoring;
- k. Any other settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that Participating Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

67. Defendants will make available to Class Counsel and the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

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

69. Direct Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the

Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

70. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. No later than ten (10) days after entry of the Preliminary Approval Order, Defendants shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendants within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide Defendants with ACH/wire instructions for payment. Defendants shall direct payment of the amount invoiced to the Settlement Administrator. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If Defendants does not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within ten (10) days after Defendants receives this information.

72. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made within thirty-five (35) days of the Effective Date. The Settlement Administrator must submit an invoice to Defendants for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.

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

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

75. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,

Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

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

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

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

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

78. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address.

79. No later than thirty (30) days before the Claim Deadline, Opt-Out Deadline and Objection Deadline, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

VIII. Claims Process and Disbursement of Cash Payments

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

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

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

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

84. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse.

85. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the

Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

86. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Participating Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Participating Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Participating Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Participating Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Participating Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants' Counsel and Class Counsel otherwise agree.

87. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;

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

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

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

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

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

91. The Settlement Administrator must submit an invoice to Defendants for payment of all Valid Claims within fifteen (15) days of the Claim Form Deadline or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth herein, whichever occurs later. Defendants shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within fifteen (15) days of the invoice.

92. No later than thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Participating Settlement Class Member Benefits.

93. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Participating Settlement Class Members the option to select electronic payment. In the event a Participating Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Participating Settlement Class Members shall have ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within ninety (90) days of issuance. In

the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Participating Settlement Class Member shall forfeit their right to the funds.

94. Settlement Class Members who make claims for Credit Monitoring shall include an email address in their claim. The Settlement Administrator will send an email to Participating Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code. Participating Settlement Class Members shall have ninety (90) days to activate the credit monitoring services following such email from the Settlement Administrator. In the event the Settlement Administrator is unable to distribute the codes for credit monitoring services to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Administrator shall contact the Class Member to attempt to cure the Class Member. If the Class Member fails to respond to such deficiency communication within fourteen (14) days, the funds paid for such credit monitoring services shall revert to Defendant, and the Participating Settlement Class Member shall forfeit their right to the funds.

IX. Final Approval Order and Final Judgment

95. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than fourteen (14) days before the Opt-Out and Objection Deadline. At the Final Approval Hearing, the Court may hear argument on Plaintiff's Application for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final

Approval Hearing from any Participating Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

96. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant Plaintiff's Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

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

X. Attorneys' Fees and Costs; Service Awards

97. *Service Awards* – In recognition of the time and effort Class Representative expended in pursuing this Action and in fulfilling her obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award to the Class Representative in the amount not to exceed \$3,000.00. Defendants will not oppose Plaintiff's request for Service Awards to the extent it does not exceed this amount. Defendants moreover will not object to Plaintiff's appointment as Class Representative. Class counsel shall provide W-9 forms on behalf of the Class Representative to the Administrator prior to the issuance of the Service Award unless Class Counsel handles distribution of the Service Award to the Class Representative directly and maintains Class Representative's W9 in Class Counsel's files.

98. The Parties did not discuss Plaintiff's request for her Service Award until after the substantive terms of the Settlement had been agreed upon.

99. Within ten (10) days of the Effective Date and receipt of a W-9 by Defendants' Counsel, Defendants shall pay or cause to be paid the Court-approved amount of the Service Award to the IOLTA account of Class Counsel.

100. *Attorneys' Fees and Costs* – Plaintiff will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$200,000.00. Defendants will not oppose Plaintiff's Application for Attorneys' Fees and Costs to the extent it does not exceed that amount.

101. Within ten (10) days of the Effective Date and receipt of a W-9 by Defendants' Counsel, Defendants shall pay or cause to be paid the Court-approved amount of attorneys' fees and costs to Class Counsel.

102. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

103. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XI. Releases

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

105. The Release Claims include the release of Unknown Claims. It is further agreed that this Agreement and the Final Approval Order may be pleaded as a complete defense to any proceeding subject to this Paragraph.

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

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

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

XII. Termination of Settlement

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

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

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

111. Within ten (10) days after the deadline to opt-out of the Settlement, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a list of all Settlement Class Members who timely and validly requested to be excluded from the Settlement. If the

Settlement Administrator has received more than twenty-five (25) valid and timely opt outs, then Defendants collectively shall have the right to terminate this Agreement by notifying Class Counsel in writing of Defendants decision. If Defendant's elect to terminate this Agreement, Defendant shall pay all costs and expenses incurred by the Settlement Administrator.

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

113. In the event this Agreement is terminated or fails to become effective, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards.

XIII. Effect of Termination

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

115. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be

discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

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

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

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

or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

XV. Miscellaneous Provisions

121. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel

from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement. Nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list of comparable settlements for future settlement negotiations or from listing this Settlement on their firm websites, though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

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

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

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

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

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

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

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

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

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

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

131. **Notices.** All notices provided for herein shall be sent by email, as follows:

a. If to Plaintiff or Class Counsel:

J. Gerard Stranch, IV
Grayson Wells
Stranch, Jennings & Garvey, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

b. If to Defendants or Defendants' Counsel:

Constar Financial Services, LLC

Jad Sheikali
Shook, Hardy & Bacon L.L.P.
111 S. Wacker Drive, Ste. 4700
Chicago, IL 60606
(312) 704-7754
jsheikali@shb.com

Empereon Marketing LLC

John T. Mills
Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004
(212) 453-0778
jtmills@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

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

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

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

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

136. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. The Parties' intend to resolve their disputes in connection with the

Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

SIGNATURES OF THE PARTIES

PLAINTIFF

DocuSigned by:

43C0E17A8CF64BC...
Pennie Roller

Dated: 11/6/2025 | 11:54 AM PST, 2025

CLASS COUNSEL

J. GERARD STRANCH IV,

Dated: _____, 2025

CONSTAR FINANCIAL SERVICES, LLC

Name: STEVEN HAYES
Title: CHIEF FINANCIAL OFFICER

Dated: _____, 2025

EMPEREON MARKETING LLC

Dated: _____, 2025

Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

SIGNATURES OF THE PARTIES

PLAINTIFF

Pennie Roller

Dated: _____, 2025

CLASS COUNSEL

Signed by:


64DA70E969B54C7...
J. GERARD STRANCK IV,

Dated: 11/12/2025 | 3:12 PM CST, 2025

CONSTAR FINANCIAL SERVICES, LLC

Name: STEVEN HAYES

Dated: _____, 2025

Title: CHIEF FINANCIAL OFFICER

EMPEREON MARKETING LLC

Dated: _____, 2025

Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

SIGNATURES OF THE PARTIES

PLAINTIFF

Pennie Roller

Dated: _____, 2025

CLASS COUNSEL

J. GERARD STRANCH IV,

Dated: _____, 2025

CONSTAR FINANCIAL SERVICES, LLC

Signed by:
Steven Hayes
D399F99BF95B423...

Dated: October 22, 2025, 2025

Name: STEVEN HAYES

Title: CHIEF FINANCIAL OFFICER

EMPEREON MARKETING LLC

Signed by:
Steven Hayes
D399F99BF95B423...

Dated: October 22, 2025, 2025

EXHIBIT 1

E Docusign Envelope ID: 388E7475-EF84-46EE-8AE1-F78634FB0E45

c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

Roller v. Constar Fin. Servs., LLC et al.

Case No. CV2025-XXXXXX

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE SEPTEMBER 2024
EMPEREON CONSTAR DATA INCIDENT, A
PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A Settlement has been reached with Constar Financial Services, LLC, and Empereon Marketing LLC (“Empereon Constar” or “Defendants”) in a class action lawsuit. The case is about the September 2024 cyberattack on Defendants’ computers (the “Data Incident”). Files containing private information may have been accessed. Defendants deny that they did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Incident.”

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

What are the Settlement benefits?

You can claim one or more of the following: (1) three years of **Credit Monitoring** services by a credit bureau; (2) If you spent time addressing the Data Incident, you can get back \$20/hour for up to four hours (up to **\$80**). (3) If you have documented, unreimbursed losses you can get back up to **\$1,000** for out-of-pocket expenses and up to **\$5,000** for fraud or identity theft losses.

How do I receive a benefit?

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

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

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

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$200,000, and \$3,000 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

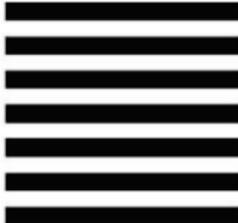


NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



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



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

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

Mail no later than **Claims Deadline**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for three years of **Credit Monitoring** and/or **Lost Time**.

To claim cash payments for **out-of-pocket losses**, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

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

Check this box to claim a **Reimbursement for Lost Time**.

I spent (select only **one**): ½ hour 1 hours 1½ hours 2 hours
 2½ hour 3 hours 3½ hours 4 hours

TO RECEIVE PAYMENT FOR LOST TIME, YOU MUST DESCRIBE HOW THAT TIME WAS SPENT: _____

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

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Roller v. Constar Financial Services, LLC et al.
Case No. CV2025-024604
Superior Court for Maricopa County, Arizona

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE
SEPTEMBER 2024 EMPEREON CONSTAR DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Constar Financial Services, LLC, and Empereon Marketing LLC (“Empereon Constar” or “Defendants”) in a class action lawsuit. This case is about the cyberattack on Defendants’ computer systems that occurred in or around July 2024 (the “Data Incident”). Certain files that contained private information may have been accessed. These files may have contained information such as names; Social Security numbers; mailing and email addresses; telephone numbers; employment information; and information regarding income, expenses, and assets.
- The lawsuit is called *Roller v. Constar Financial Services, LLC et al.*, Case No. CV2025-024604. It is pending in the Superior Court for Maricopa County, Arizona (the “Litigation”).
- Defendants deny that they did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Defendants’ records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Defendants.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2025
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.</p>	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.</p>	<u> </u> , 2025
DO NOTHING	<p>Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.</p>	No Deadline

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3

WHO IS IN THE SETTLEMENT 4

THE SETTLEMENT BENEFITS..... 4

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6

THE LAWYERS REPRESENTING YOU 6

EXCLUDING YOURSELF FROM THE SETTLEMENT 7

COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7

THE COURT’S FINAL APPROVAL HEARING 9

IF I DO NOTHING 9

GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Roller v. Constar Financial Services, LLC et al.*, Case No. CV2025-024604. It is pending in the Superior Court for Maricopa County, Arizona. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the companies they sued, Constar Financial Services, LLC and Empereon Marketing LLC, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that, during the September 2024 cyberattack on Defendants’ computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; mailing and email addresses; telephone numbers; employment information; and information regarding income, expenses, and assets. Defendants deny the allegations asserted against them in the lawsuit and any allegations of wrongdoing.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Pennie Roller. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class as: “All persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Incident.” In this sentence, “PII” means Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Defendants and officers, and directors; (3) governmental entities; and (4) anyone who validly excludes themselves from the Settlement.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

Defendants have agree to pay for a number of benefits. You may claim as many benefits are you qualify for.

BENEFITS

Credit Monitoring. All Class Members are eligible to enroll in three years of Credit Monitoring Services by a credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

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

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

Reimbursement for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

You must briefly describe how you spent this time, and show how much time you spent to the nearest half hour.

Reimbursement for Documented Ordinary Expenses (Out-of-Pocket Expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can bet back up to **\$1,000.00**. The losses must have occurred between September 27,2024, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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

Reimbursement for Documented Extraordinary Losses (Losses for Identity Theft or Fraud). If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

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

The losses must have occurred between September 27,2024, and [**Claims Deadline**].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$200,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by the Defendants.

Class Counsel will also ask for a Service Award Payment of \$3,000.00 for the Class Representative. The Service Award Payment will also be paid by the Defendants.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Roller v. Constar Financial Services, LLC*, Case No. CV2025-XXXXXX, pending in the Superior Court for Maricopa County, Arizona;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Roller v. Constar Financial Services, LLC et al.*, Case No. CV2025-024604, pending in the Superior Court for Maricopa County, Arizona;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

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

Class Counsel	Counsel for Defendants
J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue Suite 200 Nashville, TN 37203	Jad Sheikali Shook, Hardy & Bacon L.L.P. 111 S. Wacker Drive Suite 4700 Chicago, IL 60606 John T. Mills Gordon Rees Scully Mansukhani, LLP One Battery Park Plaza 28th Floor New York, NY 10004

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Mountain Time**, in Room **[Court Room]** of the Superior Court for Maricopa County, Arizona, at **[Court Address]**.

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

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**. If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

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

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

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Incident.” In this sentence, “PII” means Personally Identifiable Information.

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Defendants and their officers, and directors; (3) governmental entities; and (4) anyone who validly excludes themselves from the Settlement.

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

AVAILABLE BENEFITS

Defendants have agree to pay for a number of benefits. You may claim as many benefits are you qualify for.

BENEFITS

Credit Monitoring. All Class Members are eligible to enroll in three years of Credit Monitoring Services by a credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

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

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

Reimbursement for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

You must briefly describe how you spent this time, and show how much time you spent to the nearest half hour.

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

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Reimbursement for Documented Ordinary Expenses (Out-of-Pocket Expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$1,000.00**. The losses must have occurred between September 27, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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

Reimbursement for Documented Extraordinary Losses (Losses for Identity Theft or Fraud). If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

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

The losses must have occurred between September 27, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

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

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

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

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

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

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

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

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

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

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

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING

Check this box if you would like to enroll in three years of Credit Monitoring Services by a credit bureau.

III. REIMBURSEMENT FOR LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

- I spent (select only **one**):
- ½ hour
 - 1 hour
 - 1½ hours
 - 2 hours
 - 2½ hours
 - 3 hours
 - 3½ hours
 - 4 hours

Describe what you spent this time on: _____

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

IV. REIMBURSEMENT FOR DOCUMENTED ORDINARY EXPENSES (OUT-OF-POCKET EXPENSES)

Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$1,000.00.

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

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for 'Fee for credit report' with amount \$40 and a TOTAL CLAIMED row.

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

V. REIMBURSEMENT FOR DOCUMENTED EXTRAORDINARY LOSSES (LOSSES FOR IDENTITY THEFT OR FRAUD)

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

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

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for 'Unauthorized bank transfer' with amount \$500 and a TOTAL CLAIMED row.

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

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Roller v. Constar Financial Services, LLC et al.

Case No. CV2025-024604

Superior Court for Maricopa County, Arizona

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

VII. PAYMENT SELECTION

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

PayPal

Email address, if different than you provided in Section 1: _____

Venmo

Mobile number, if different than you provided in Section 1: _____

Zelle

Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card

Email address, if different than you provided in Section 1: _____

Physical Check

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

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT 4

IN THE SUPERIOR COURT FOR MARICOPA COUNTY, ARIZONA

PENNIE ROLLER, *individually and on behalf of all others similarly situated,*

Plaintiff,

v.

CONSTAR FINANCIAL SERVICES, LLC and EMPEREON MARKETING LLC,

Defendants.

Case No. CV2025-024604

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of a Class Action Settlement. Having considered the motion, settlement agreement and exhibits attached thereto, the motion is hereby **GRANTED**.

The Settlement Proposal satisfies the criteria for preliminary approval. The Proposed Settlement (1) appears to be the product of serious, informed, non-collusive negotiations, (2) has no obvious deficiency, (3) does not improperly grant preferential treatment to class representatives or segments of the class, and (4) falls within the range of possible approval. *Doyle v. Pekin Ins. Co.*, 2025 WL 1192752, at *3 (D. Ariz. Apr. 24, 2025) (citing *Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 363 (D. Ariz. 2009)). The parties have shown the Settlement Class will likely be certified upon final hearing and the Settlement Proposal approved. Notice to the Settlement Class Members is therefore justified. Ariz. R. Civ. P. 23(e)(1). Accordingly, it is hereby **ORDERED, ADJUDGED,**

and DECREED:

(1) The Court finds it will likely be able to approve the Settlement Proposal under Rule 23(e)(2) upon final hearing. Ariz. R. Civ. P. 23(e)(1)(B)(i).

(2) The Settlement Proposal is fair, adequate and reasonable, and the proposed Notice Program protects the due process rights of Settlement Class Members.

(3) The Court further finds it will likely be able to certify the Settlement Class for purposes of judgment on the proposal. Ariz. R. Civ. P. 23(e)(1)(B)(ii).

(4) The proposed Settlement Class, as indicated below, is hereby provisionally certified for purposes of settlement:

All persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Incident.

(5) The Court conditionally determines that for settlement purposes the proposed Settlement Class meets all the requirements of Arizona Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all Class 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.

Class Representation

(6) Plaintiff Pennie Roller is hereby provisionally appointed the Class Representative.

(7) J. Gerard Stranch, IV, and Grayson Wells of Stranch, Jennings & Garvey, PLLC are hereby provisionally appointed Class Counsel. The Court finds Mr. Stranch and Mr. Wells are experienced and will adequately protect the interests of the Settlement Class. Ariz. R. Civ. P. 23(g).

(8) A Final Approval Hearing shall take place before the Court on _____, 2025, at ___ a.m./p.m., to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Arizona Rule of Civil Procedure 23; (b) the Settlement Agreement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Class Action Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (d) the proposed Final Approval Order and Judgment should be entered; and (e) the Application for Attorney's Fees, Costs, and Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The hearing may be re-scheduled without further notice to the Class.

(9) Class Counsel shall file and serve their Application for Attorney's Fees, Costs, and Service Awards by the deadline indicated below.

Settlement Administrator

(10) Simpluris is hereby appointed 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 Agreement. All Administration and Notice Costs incurred by the Settlement Administrator will be paid by Defendants, as provided in the Settlement Agreement.

Notice Plan

(11) The Notice Plan – including the Short-Form Postcard Notice, Long-Form Notice, and Claim Form, attached to the Settlement Agreement as Exhibits A, B, and C, along with the proposed Settlement Website – satisfy the requirements of Arizona Rule of Civil Procedure 23 and due process, and it is hereby preliminarily 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 perform all other tasks the Settlement Agreement requires.

(12) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan: (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 Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Arizona Rule of Civil Procedure 23 and

the constitutional requirement of due process. The Court further finds the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting Out of the Settlement

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

Objecting to the Settlement

(14) Any Settlement Class Member can object to the Settlement Proposal or forthcoming Application for Attorney's Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defense Counsel, and the Settlement Administrator, as indicated below. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as defined below, and the Settlement Class Member must not have excluded him/herself from the Settlement Class.

(15) For an objection to be considered by the Court, the objection must also set

forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing

- in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - h. the objector's signature (an attorney's signature is not sufficient).

Claims Process

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

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

Termination of Settlement Agreement and Continuing Jurisdiction

(18) In the event the Settlement Proposal is not approved upon final hearing, or upon any other terminating event as contemplated in the Settlement Agreement, all

obligations of Plaintiff, Class Counsel, Defendants, and Defendants' Counsel under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* as if the Parties had not entered into the Settlement Agreement or filed related motions with the Court. In the event of such a termination, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

(20) Before filing any motion in the Court raising a dispute arising out of or related to the Settlement Proposal, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

(21) The Court shall retain jurisdiction over the implementation, enforcement, and performance of the Settlement Proposal, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to the Settlement Proposal that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

(22) The Court shall retain jurisdiction over the enforcement of the Court’s injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

Stay of Proceedings and Future Actions

(23) 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.

(24) Upon entry of this Order, with the exception of Class Counsel, Defense Counsel, and the Class Representatives’ implementation of the Settlement Proposal and the approval process in this Action, all Releasing Parties shall be provisionally enjoined and barred from asserting any claims or continuing any litigation arising out of, relating to or in connection with the Released Claims against the Released Parties prior to the Court’s decision as to whether to grant Final Approval of the Settlement Proposal.

Settlement Administration Schedule and Deadlines

(25) Deadlines discussed above shall be set according to the following schedule:

Task	Deadline
Defendant to Provide Class List	Within 10 days of entry of this order
Notice Commencement Date	Within 30 days of entry of this order
Notice Completion Date	Within 45 days of entry of this order

Opt-Out Deadline	Within 60 days of Notice
Objection Deadline	Within 60 days of Notice
Claim Deadline	Within 60 days of Notice Completion
Class Counsel to File Application for Fees, Expenses, and Service Award	No later than 14 days before the Opt-Out and Objection Deadlines
Class Counsel to File Motion for Final Approval	No later than 14 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 110 days after preliminary approval. <u>The Court should set this date.</u>

(26) 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.

Contact Information

(27) The Settlement Administrator, Class Counsel, and Defense Counsel can be contacted with the information provided below:

Settlement Administrator	Class Counsel	Defense Counsel
Constar Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958	J. Gerard Stranch, IV Grayson Wells STRANCH, JENNINGS & GARVEY, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 gstranch@stranchlaw.com gwells@stranchlaw.com	Jad Sheikali SHOOK, HARDY & BACON L.L.P. 111 S. Wacker Drive, Ste. 4700 Chicago, IL 60606 (312) 704-7754 jsheikali@shb.com <i>Counsel for Constar Financial Services, LLC</i>

		John T. Mills GORDON REES SCULLY MANSUKHANI, LLP One Battery Park Plaza, 28 th Floor New York, NY 10004 (212) 453-0778 jtmills@grsm.com <i>Counsel for Empereon Marketing LLC</i>
--	--	--

IT IS SO ORDERED.

SUPERIOR COURT JUDGE

Entered this the ____ day of _____, 2025.