# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between CUSO Financial Services, L.P., ("CUSO" or "Defendant") and Stan Sinitsa (collectively referred to herein as "Plaintiff"), individually and on behalf of the Settlement Class, in the case of *Stan Sinitsa v. CUSO Financial Services, L.P.* Case No. VCU326251 pending in California Superior Court, County of Tulare. CUSO and Plaintiff are each referred to as a "Party" and are collectively referred to herein as the "Parties."

## I. FACTUAL BACKGROUND AND RECITALS

1. On January 19, 2024, CUSO became aware of a cybersecurity incident involving a third-party service provider which CUSO utilizes for archiving communications, as required by The Financial Industry Regulatory Authority (the "Cybersecurity Incident").

2. After an investigation, CUSO determined that the Cybersecurity Incident occurred when an unauthorized individual accessed one CUSO employee's account on the third-party service between December 19, 2023, and January 19, 2024.

3. In October 2024, following the completion of its investigation, CUSO sent notice of the Cybersecurity Incident to those individuals whose information may have been compromised in the Cybersecurity Incident, offered identity theft and credit monitoring services, and provided resources for additional information.

4. Following the notice of the Cybersecurity Incident, multiple putative class action lawsuits were filed against CUSO, including a prior lawsuit filed by Plaintiff in San Diego Superior Court entitled *Stan Sinitsa v. CUSO Financial Services, LP*, Case No. 24CU020960C.

5. On December 9, 2024, CUSO successfully removed the *Sinitsa* state court action to the Southern District of California ("Southern District") pursuant to the Class Action Fairness Act. The Southern District case number was 3:24-cv-02290-JO-VET.

6. The Parties' Counsel are experienced litigators in consumer protection, data privacy, and data breach litigation. The Parties exchanged confidential information related to the Cybersecurity Incident that allowed the Parties to assess all aspects of the case and meaningfully engage in arms-length settlement negotiations. CUSO provided informal and formal discovery responses that included a summary of the facts based on the investigation into the Cybersecurity Incident as well as its recovery and restoration process and hardening measures. CUSO also provided and directed Plaintiffs to information regarding the approximate total number of US customers impacted by the incident.

7. Parties participated in four sessions of mediation: two Early Neutral Evaluation ("ENE") conferences with Magistrate Judge Valerie E. Torres of the Southern District, and two sessions of private mediation with Hon. John Thornton (Ret.).

8. On August 29, 2025, following the final mediation session, the Parties reached a settlement. After reaching a settlement in principle, Plaintiff entered a Notice of Voluntary

Dismissal in the Southern District on September 19, 2025. The Southern District case was dismissed on October 6, 2025.Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action (as defined below) and CUSO's potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or trial.

9. However, Plaintiff and Class Counsel recognize that CUSO has raised factual and legal defenses in the Action that presented a significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation.

10. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in the Settlement Agreement.

11. CUSO denies all material allegations in the Action, including any allegations of negligence, fault, wrongdoing or liability, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, CUSO has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims. CUSO thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. This Agreement shall not be construed as an admission of any wrongdoing, liability, or fault on the part of CUSO.

12. WHEREAS, pursuant to these terms, which are set forth fully below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Action against CUSO and the Released Parties (defined below) arising out of or relating to the Cybersecurity Incident, by and on behalf of the Class Representative and Settlement Class Members (defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against CUSO relating to the Cybersecurity Incident.

13. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice or that judgment be entered in accordance with the settlement terms, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## II. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

14. **"Action"** means the case captioned *Stan Sinitsa v. CUSO Financial Services, L.P.*, originally filed in California Superior Court, County of San Diego, then removed to the Southern District as Case No. 3:24-cv-02290-JO-VET, and now proceeding as *Stan Sinitsa v. CUSO Financial Services, L.P.*, Case No. VCU326251 in California Superior Court, County of Tulare; inclusive of all other actions previously filed against CUSO relating to the Cybersecurity Incident.

15. **"Agreement"** or **"Settlement Agreement"** or **"Settlement"** means this Settlement Agreement and Release and the attached Exhibits.

16. **"Approved Claim(s)"** means a Claim Form submitted by a Settlement Class member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement and approved by the Settlement Administrator.

17. **"Claimant"** means an individual who has submitted a Claim Form.

18. **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than ninety (90) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

19. **"Claim Form"** means the form which will be agreed upon by the Parties prior to seeking preliminary approval of this Settlement that Settlement Class Members may submit to obtain compensation under this Settlement Agreement. *See* **Exhibit 1**.

20. **"Class Counsel"** means attorneys Daniel Srourian of Srourian Law Firm, P.C., and Marc H. Edelson of Edelson Lechtzin LLP

21. **"Class Representative"** or **"Plaintiff"** means the named Plaintiff in the Action, Stan Sinitsa.

22. **"Court"** means the California Superior Court, County of Tulare and any Judge assigned to the Action.

23. **"*Cy Pres*"** means Privacy Rights Clearinghouse, a 501(c)(3) nonprofit organization.

24. **"Defendant"** means CUSO Financial Services, L.P.

25. **"Defendant's Counsel"** or **"CUSO's Counsel"** means attorney Allen Sattler, Esq.

of Constangy, Brooks, Smith & Prophete, LLP.

26. "**Documented Losses**" means documented out-of-pocket costs or expenditures that a Settlement Class Member actually and reasonably incurred that are fairly traceable to the Cybersecurity Incident, and that have not already been reimbursed by a third party.

27. **"Effective Date"** means the date when the Settlement Agreement becomes final, which is one business day following the later of: (i) thirty (30) days after the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

28. **"Escrow Account"** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

29. **"Fee Award"** means the amount of attorneys' fees awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

30. **"Litigation Costs"** means the amount of litigation costs awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

31. **"Final Approval Hearing"** means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award, awarding Litigation Costs, and the Service Award to the Class Representative.

32. **"Net Settlement Fund"** means the non-reversionary cash fund made by Defendant of One Million, Seven Hundred Fifty Thousand Dollars ($1,750,000.00) referenced in the Settlement Fund, less any Fee Award, Litigation Costs, Service Award to the Class Representative, and Settlement Administration Expenses. The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments

for Approved Claims.

33. **"Notice"** means both the Short Notice and Long Notice of the proposed Settlement and Final Approval Hearing which will be agreed upon by the Parties prior to seeking preliminary approval of this Settlement, and which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement. The Parties agree the Notice fulfills the requirements of Due Process and Cal. Code Civ. Proc. § 382, and is substantially in the form of the Exhibits attached hereto. *See* **Exhibit 2**.

a. "Short Notice" means the short-form notice of this proposed class action Settlement that will be mailed to Class Members via Regular U.S. Mail and will direct recipients to the Settlement Website where recipients may view the Long Notice and make a claim for monetary relief.

b. "Long Notice" means the long form notice of settlement to be posted on the Settlement Website, providing comprehensive information about the settlement terms, benefits, and procedures.

34. **"Notice Date"** means the date by which the Notice is disseminated to the Settlement Class and shall be a date no later than 30 days following the Court's Preliminary Approval Order.

35. "**Objection/Exclusion Deadline**" means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date forty-five (45) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

36. "**Preliminary Approval Order**" means the Court's order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

37. "Private Information" means any information connected to a Settlement Class Member that, when used alone or with other information, can be used to uncover that individual's identity. It includes names, Social Security numbers, and driver's license or state identification card numbers.

38. "**Released Claims**" shall collectively mean any and all claims and causes of action, both known and unknown (including Unknown Claims (defined below)), including, without limitation, any causes of action under California Civil Code §§ 1710, et seq, 1750, et seq., 1798.80 et seq., 1798.150, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Pen. Code §§ 502; 15 U.S.C § 45, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; breach of any consumer protection statute; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement,

declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (defined below) based on, relating to, concerning or arising out of the Cybersecurity Incident and alleged theft of Private Information before the Effective Date or the allegations, facts, or circumstances described in the Action. The definition of "Released Claims" shall be construed as broadly as possible under California and Ninth Circuit law to effect complete finality over this Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

39. "**Released Parties**" means CUSO, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on CUSO's behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

40. "**Releasing Parties**" means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

41. **"Service Award"** means the award approved by the Court for the Class Representative.

42. "**Settlement Administration Expenses**" means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund, as approved by the Court.

43. "**Settlement Administrator**" means the third-party settlement administrator agreed upon by the Parties, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, transmit Settlement Payments on Approved Claims, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

44. **"Settlement Class"** shall mean means all U.S. residents whose Private Information may have been compromised as the result of the Cybersecurity Incident sustained by CUSO in December 2023 and January 2024 (as further described in Plaintiff's Complaint) and who received a Notice of Data Breach by CUSO on or about October 2024. All members of the Settlement Class

that do not opt-out of the settlement shall be referred to as Settlement Class Members. The Settlement Class specifically excludes: (i) CUSO, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cybersecurity Incident or who pleads nolo contendere to any such charge. The Settlement Class Consists of approximately 76,251 individuals.

a. "**California Subclass**" shall mean all members of the Settlement Class who were California residents at the time of the Cybersecurity Incident that occurred between December 19, 2023 and January 19, 2024."

45. **"Settlement Class Member(s)"** shall mean each and every member of the Settlement Class, as defined in Paragraph 44 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

a. "**California Subclass Member(s)"** shall mean each and every member of the California Subclass, as defined in Paragraph 44 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

46. **"Settlement Fund"** means the following: (1) the non-reversionary cash fund that shall be established by Defendant in the amount of One Million, Seven Hundred Fifty Thousand Dollars ($1,750,000.00), after the deduction of Settlement Administration Expenses, Fee Award and Service Awards, and Litigation Costs. Within twenty-one (21) days of receipt of Class Administrator funding instructions and W-9, Defendant or any other party on behalf of Defendant shall deposit $200,000.00 (Two Hundred Thousand Dollars) into the Escrow Account for the purpose of preliminary funding Settlement and its Administration, including the funding of Notice related costs. Within thirty (30) days of the Effective Date, Defendant or any other party on behalf of Defendant shall deposit $1,550,000.00 (One Million Five Hundred Fifty Thousand Five Hundred Dollars) into the Escrow Account for the purpose of completing the funding of Settlement and its Administration. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party, except if the Effective Date does not occur or Defendant does not exercise its right to terminate this Settlement as set forth in this Agreement. Defendant will have no obligation other than funding the $1,750,000 Settlement Fund.

47. **"Settlement Website"** means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall include a toll-free telephone number staffed with live operators to address Settlement Class Members' inquiries. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.CUSODataSecurityIncident.com or such other URL as the Parties may subsequently agree

to.

48. “**Taxes and Tax-Related Expenses**” means: (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon CUSO or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

49. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including any of the Class Representative, does not know or suspect to exist in his or 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 to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, including Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the final judgment 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 any 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.**

Settlement Class Members, including the Class Representative, and any of them, 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, including Unknown Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the final judgment shall have, upon the Effective Date, fully, and finally and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the final judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## III. SETTLEMENT CLASS CERTIFICATION

50. For purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class and Subclasses shall be certified in accordance with the definition contained in

Paragraph 44, below; (2) Plaintiff shall represent the Settlement Class for settlement purposes as the Class Representative; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.

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

52. Subject to Court approval, the Settlement Class consisting of the following subclasses shall be certified for settlement purposes:

a. **Nationwide Class**: All persons whose personal identification information and data was stored in CUSO's systems at the time of the cybersecurity incident that occurred between December 19, 2023 and January 19, 2024 and who were impacted by the cybersecurity incident.

b. **California Subclass**: All members of the Nationwide Class who are also California residents at the time of the cybersecurity incident that occurred between December 19, 2023 and January 19, 2024.

53. Excluded from the Settlement Class are CUSO's officers, directors, and employees; any entity in which CUSO has a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CUSO. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. Also excluded from the Settlement Class are non-natural persons.

## IV. SETTLEMENT BENEFITS TO CLASS

54. All Settlement Class Members who submit a Claim Form are eligible to receive two years of three bureau Credit Monitoring Services. Credit Monitoring Services will be provided by IDX and will include 24 month, 3-bureau credit monitoring with Credit Monitoring & Alerts, CyberScan Dark Web Monitoring, $1M Reimbursement Insurance, Fully Managed Identity Restoration, Member Advisory Services, Lost Wallet Assistance, and immediate support to class members who elect credit monitoring services.

55. All Settlement Class Members may also submit a claim for Documented Losses, up to a maximum of Five Thousand Dollars and Zero Cents ($5,000.00). Settlement Class Members may submit a claim for reimbursement upon presentment of reasonable Documented

Losses arising from the Cybersecurity Incident. Documented Losses are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Cybersecurity Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Private Information; (ii) costs incurred on or after December 19, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

a. Settlement Class Members who elect to submit a claim for reimbursement for Documented Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name, e-mail address, and current postal address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Documented Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Documented Losses if they have already been reimbursed for the same out-of-pocket losses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

b. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Documented Losses reflects valid Documented Losses actually incurred that are fairly traceable to the Cybersecurity Incident but may consult with Class Counsel and Defendant's Counsel together in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider: (i) whether the timing of the loss occurred on or after December 19, 2023; and (ii) whether the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was involved in the Cybersecurity Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

c. If the aggregate amount of approved Claims for Documented Losses exceeds the remaining amount of the Settlement Fund after payment for

Credit Monitoring Services, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved Claims for Documented Losses will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

56. **California Statutory Payment**: In addition to, or in the alternative to, making Claims for Documented Losses, California Subclass Members may elect to receive a statutory cash payment of up to $100 on a claims-made basis ("California Statutory Payment").

a. California Subclass Members must provide documentation of their residence in California on December 19, 2023. Documentation of residence in California on December 19, 2023 includes, but is not limited to, utility bills, tax documents, and pay stubs from December 2023 that reflect the Claimant's name and California address.

b. If the aggregate amount of approved Claims for a California Statutory Payment exceeds the remaining amount of the Settlement Fund after payment for Credit Monitoring Services, approved Claims for Documented Losses, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved Claims for a California Statutory Payment will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

57. **Residual Cash Payment**. In addition to, or in the alternative to, making Claims for Documented Losses and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to $599 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after payment of Credit Monitoring Services, approved Claims for Documented Losses, approved Claims for a California Statutory Payment, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court by the number of Settlement Class Members with an approved claim, and thus could be less than $599. The notice and claim forms will include the $599 cap on Residual Cash Payment. Plaintiffs' counsel may select the font, size, and emphasis for the $599 cap on the Residual Cash Payment and their placement within the notice and claim forms, subject to approval from Defendant's counsel, which shall not be unreasonably withheld.

58. **Disposition of Residual Amounts:** If, despite the best efforts of the Settlement Administrator, a residual amount remains after distribution, all remaining balance shall be paid to the *Cy Pres* Recipient to ensure no funds revert to CUSO.

59. All Settlement Class members who fail to timely submit a claim for any benefits hereunder within the time frames set forth within, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payment or benefits

pursuant to the Settlement set forth within, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Final Judgment.

## V. RELEASE

60. **Release:** Upon the Effective Date, each Settlement Class Member, including Class Representative, shall be deemed to have, and by operation of the final judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Parties. Further, upon the date the judgment becomes final, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representative, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Cybersecurity Incident; or (b) any of the alleged violations of laws or regulations cited in the Action. from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

## VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

61. **Notice to the Settlement Class:** The Settlement Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of the Court.

62. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present the Notice Plan to the Court for approval, which shall advise the Settlement Class Members of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. In accordance with Paragraph 61 below, the Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's electronic filing system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) sends copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

63. Dissemination of the Notice shall be accomplished by the Settlement Administrator and shall comply with the following:

a. *Class Member Information*: CUSO warrants that it has physical address contact information for the Settlement Class Members in the same manner as it had such information to send notice of the Cybersecurity Incident prior to the Action.

b. *Settlement Website*: Prior to the dissemination of the Notice, the Parties agree to direct the Settlement Administrator to create a Settlement Website dedicated to providing information related to the Action and this Settlement, including the Notice contained within **Exhibit 2**. This Settlement Website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Settlement Class Members with the ability to make Claims for a cash benefit, and allow Settlement Class Members to submit documents to supplement or cure deficient Claims. The Settlement Website shall include a toll-free telephone number staffed with live operators to address Settlement Class Members' inquiries.

c. *Settlement Toll Free Number*: The Settlement Administrator shall establish and maintain a toll free telephone number with information relevant to this Settlement staffed with live operators during business hours.

d. *Direct Notice*: The Settlement Administrator shall provide Notice directly by mail to the Settlement Class no later than 30 days following entry of the Order granting Preliminary Approval. CUSO will provide contact information for the Settlement Class to the Administrator within 10 days of the Court issuing an order granting Preliminary Approval of the Settlement. Notice shall be substantially completed within 15 days of the Notice Date.

The administration of the Settlement is defined as the approval of the form of notice program and all related forms; creation and maintenance of Settlement Website; creation and maintenance of a toll free number; day-to-day administration of the Settlement, including responding to Settlement Class member inquiries; delivery to the Parties of any requests for opt-outs or objections; communications to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval. The notice program shall be designed to provide maximum clarity and ease of Claim submission.

64. **Maintenance of Records:** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel with information concerning the Notice, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Defendant's Counsel all of the Approved Claim Forms received by the

Settlement Administrator at any time upon reasonable notice. The Settlement Administrator shall confirm whether an individual submitted an Approved Claim Form upon request by Class Counsel. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms for denied Claimants received by the Settlement Administrator at any time upon reasonable notice. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount distributed to any *cy pres* recipient.

65. **Processing Claim Forms:** The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse, fraud, and plausibility and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. The Settlement Administrator shall promptly notify the Claimant, via the email address provided by the Claimant, of any Claim Forms rejected in whole or in part and provide its reasons. In the event the Settlement Administrator does not receive such information within twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied in whole or in part. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Any Claimant may dispute the Settlement Administrator's determination regarding their Claim Form. The Settlement Administrator shall advise the Parties of any such disputes and provide enough information to the Parties so they can provide their position on the dispute, if they so choose. The Settlement Administrator will have the final determination as to the viability of any Claim Form submitted.

66. **Timing of Settlement Payments:** The Settlement Administrator shall make Settlement Payments contemplated in this Settlement Agreement to all Settlement Class Members, who, if necessary, have completed required tax forms, within forty-five (45) days after the Effective Date.

67. **Tax Reporting:** The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor is Defendant responsible for the tax treatment to the Settlement Payments received by any Settlement Class Member.

68. **Right to Object:** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by

the objector and must include: (a) the objector's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following: (a) a written statement of any legal support for such objection; (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection; (c) a list of all persons who will be called to testify in support of the objection, if any; and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action Settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding. In order to be considered timely, objections must be actually filed with the Court by the deadline stated in the Notice.

69. **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Stan Sinitsa v. CUSO Financial Services, L.P.,* Case No. VCU326251; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. However, where a request for exclusion is missing information, the Settlement Administrator shall contact the person seeking exclusion and give them an opportunity to provide the missing information, which must be provided within twenty-eight (28) days of the Claims Deadline. Any person who timely elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or

the Final Approval Order or Alternative Approval Order (as defined below). No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## VII. PRELIMINARY APPROVAL AND FINAL APPROVAL

70. Plaintiff, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

71. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

72. The Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant’s Counsel within ten (10) days of any of the following events: (i) the Court’s refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court’s refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court’s refusal to enter a final judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. The Party who elects to terminate this Agreement shall be exclusively responsible for payment of the Settlement Administrator’s costs/fees incurred up to the point of termination. CUSO shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel within five (5) days of notification that 2% of more of persons in the Settlement Class have submitted a timely request for exclusion from the Settlement. Upon such an election by CUSO, the termination of the Settlement will be treated as though Final Approval was not obtained. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

## VIII. SERVICE AWARDS AND CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

73. The Parties did not negotiate the payment of the Class Representative Plaintiff’s attorneys’ fees, costs, expenses. Class Counsel may make a motion for a Fee Award and Costs for reasonable attorneys’ fees and unreimbursed expenses incurred in the Action as the Fee Award

from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on a motion for such from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to one-third (1/3rd) of the Settlement Fund. Plaintiff will also separately seek their Litigation Costs not to exceed $20,000.00 to be paid from the Settlement Fund. Payment of the Fee Award and Litigation Costs shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund and be distributed to Settlement Class Members with Approved Claims as Settlement Payments. The amount of attorneys' fees, costs, and expenses to be awarded shall be a matter of complete discretion of the Court upon consideration of the complete factual record before the Court at the Final Approval Hearing.

74. In recognition of Plaintiff's efforts on behalf of the Settlement Class, and subject to Court approval, Class Counsel may apply to the Court for an award for the Class Representative of up to Five Thousand Dollars ($5,000) from the Settlement Fund ("Service Award"), in addition to any Settlement Payment pursuant to this Settlement Agreement. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any Service Awards shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within twenty-five (25) business days after the Effective Date.

## IX. MISCELLANEOUS PROVISIONS

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

76. Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

77. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties and their attorneys agree not to assert that the Action was brought by Plaintiff or defended by Defendant, or

each or any of them, in bad faith or without a reasonable basis. Plaintiff, Defendant, and their respective counsel further agree not to make defamatory or disparaging remarks, comments, or statements concerning Defendant or Plaintiff in media outlets or on social media.

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

79. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

**a.** is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

**b.** is, may be deemed, or shall be used, offered or received against Defendant as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

**c.** is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

**d.** is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

**e.** is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

**f.** is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

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

82. All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

83. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

84. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

85. Plaintiff represents and warrants that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

86. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

87. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this

Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

89. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the conflicts of law provisions thereof.

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

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

If to Class Counsel:

Daniel Srourian
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, California 90210
Tel: (213) 474-3800
daniel@slfla.com

and

Marc Edelson
EDELSON LECHTZIN LLP
411 S. State Street, Suite N300
Newtown, PA 18940
Tel: (215) 867-2399
medelson@edelson-law.com

If to CUSO's Counsel:

Allen Sattler, Esq.
Rob Yang, Esq.
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Tel: 949-743-3924
Asattler@constangy.com
Ryang@constangy.com

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

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

STAN SINITSA, individually and as Class Representative

Signature: ____________________________

Date: _______________________________

EDELSON LECHTZIN LLP, as Class Counsel

By: __________________________________

Print Name: ___________________________

Date: _________________________________

SROURIAN LAW FIRM, P.C., as Class Counsel

By: __________________________________

Print Name: ___________________________

Date: _________________________________

CUSO FINANCIAL SERVICES, LP

By: _________________________________

Print Name: ___________________________

Title: _________________________________

Date: _________________________________

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP, as CUSO's Counsel

By: __________________________________

Print Name: ___________________________

Date: _________________________________