

**IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO**

James Felger and William Hudson,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

The Cornwell Quality Tools Company,

Defendant.

Case No. 2025CIV0456

Judge Joyce V. Kimbler

SETTLEMENT AND RELEASE

This agreement, dated May 20, 2025 is made and entered into by and among the following Settling Parties:¹ Plaintiffs James Felger and William Hudson (collectively, “Plaintiffs” or “Representatives Plaintiffs”), individually and on behalf of the Settlement Class, by and through Proposed Settlement Class Counsel, and Defendant The Cornwell Quality Tools Company (“CQT” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Parties now further memorialize their settlement in principle (the “Settlement”) in the form of this settlement agreement (the “Settlement Agreement”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

¹ All capitalized terms have the meaning given in this Settlement Agreement unless otherwise stated.

I. CASE HISTORY

Plaintiffs allege that on September 22, 2022 an unauthorized third party gained access to CQT's computer systems, which included personally identifiable information of Plaintiffs and the Settlement Class Members (the "Data Incident"). Specifically, Plaintiffs allege that at least the following categories of information were potentially compromised in the Data Incident: names and Social Security numbers (collectively, "PII" or "Private Information"). Notice of the Data Incident was sent to approximately 11,884 individuals.

On September 13, 2023, Plaintiff Felger filed a class action lawsuit in the U.S. District Court for the Northern District of Ohio against CQT asserting claims arising from the Data Incident. Soon thereafter, Plaintiff Hudson filed his class action lawsuit in the Northern District of Ohio, alleging similar claims arising out of the Data Incident. On October 13, 2023, the Plaintiffs filed a motion to consolidate and appoint interim lead counsel. While Plaintiffs' motion to consolidate was pending, the Parties agreed to conduct informal discovery and meet before well-known mediator Rodney A. Max on August 15, 2024 to mediate their claims. Unfortunately, the mediation was not successful, and the Parties continued to pursue litigation. Over the course of five months, the Parties continued to engage in lengthy settlement discussions. After substantial advocacy on both sides, the Parties were eventually able to reach an agreement in principle. Plaintiffs subsequently dismissed their federal court cases without prejudice and filed this Litigation.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against CQT and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and the Settlement Class.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Complaint, have merit. Nonetheless, Plaintiffs recognize and acknowledge the expense and length of the continued proceedings necessary to prosecute the Litigation against CQT through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, particularly in complex class actions such as this. Proposed Settlement Class Counsel note they are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

CQT denies each and all of the claims and contentions alleged against it in the Complaint and Litigation. CQT also denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Complaint and Litigation. Nonetheless, CQT has concluded that further conduct of the Litigation would be protracted and expensive and has considered the uncertainty and risks inherent in any litigation. CQT has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner, and upon the terms and conditions, set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, by and through Proposed Settlement Class Counsel, and CQT that, subject to the approval of the Court, the Litigation and the Released

Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those persons who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.2 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.3 “Complaint” means the operative Class Action Complaint, filed in the Litigation on May 2, 2025.

1.4 “Costs of Settlement Administration” means all actual costs associated with or arising from administration of the settlement by the Settlement Administrator, including, without limitation: all expenses and costs associated with providing Notice, performing National Change of Address searches or skip tracing, processing Settlement Claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing Settlement Benefits and Settlement Payments. Costs of Settlement Administration shall also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

1.5 “Court” means the Court of Common Pleas, Medina County, Ohio.

1.6 “Defendant’s Counsel” and “CQT’s Counsel” means Christopher A. Wiech with Baker & Hostetler LLP.

1.7 “Effective Date” means the first date by which all events and conditions specified in Paragraph 9 herein have occurred and been met.

1.8 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Proposed Settlement Class Counsel.

1.9 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to Ohio Civ. R. 23(E) and whether to enter a Final Approval Order and Judgment.

1.10 “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Settlement Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of Ohio Civ. R. 23 in all respects. The Final Order and Judgment will be in the form, or materially in the form, of the proposed Final Approval Order and Judgment attached as **Exhibit E**.

1.11 “Litigation” means the two lawsuits filed in the Court and consolidated in the class action captioned *Felger, et al v. The Cornwell Quality Tools Company*, No. 2025CIV0456 (Ohio Ct. Comm. Pleas, Medina Cty.).

1.12 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form of **Exhibit B** to this Settlement Agreement.

1.13 “Notice” means the manner of providing notice of this Settlement Agreement to the Settlement Class, as discussed in Paragraphs 3.5.

1.14 “Notice Commencement Date” means forty-five (45) days after entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of initiating Notice, calculating the Claims Deadline, Opt-Out Date, and the Objection Date, and calculating all other deadlines that flow from the Notice Commencement Date.

1.15 “Objection Date” means the date by which Settlement Class Members must mail any objection pursuant to Paragraph 4 for that objection to be valid. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.16 “Opt-Out Date” means the date by which Settlement Class Members must mail any Request for Exclusion, pursuant to Paragraph 5, for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.17 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Settlement Class. The Settling

Parties' proposed form of Preliminary Approval Order is attached as **Exhibit C** to this Settlement Agreement.

1.19 "Proposed Settlement Class Counsel" or "Class Counsel" means Philip J. Krzeski of Chestnut Cambronne PA, Jessica A. Wilkes of Federman & Sherwood, and Dylan J. Gould of Markovits, Stock & DeMarco, LLC.

1.20 "Related Entities" means CQT's past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation.

1.21 "Released Claims" shall collectively mean any and all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; violations of state privacy-protections; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; or failure to provide adequate notice pursuant to any breach notification statute or common law duty; 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; and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated,

accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of (1) the Data Incident; (2) the alleged theft or improper access to any Settlement Class Member's data; (3) any deficiencies in CQT's information security or duty by CQT to securely maintain a Settlement Class Member's data before or at the time of the events described in the Complaint; or (4) any other transactions, occurrences, facts, or circumstances that were alleged or otherwise described in, or could have been alleged or described in, the Complaint or Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons 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.

1.22 "Released Persons" means CQT and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.23 "Request for Exclusion" or "Opt-Out Request" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from, or "opt-out" of, the Settlement Class in the form and manner provided for in Paragraph 4 of this Agreement.

1.24 "Service Award" or "Service Awards" means the amount of remuneration to be paid to Plaintiffs in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Paragraph 7.2.

1.25 “Settlement Administrator” means Simpluris, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

1.26 “Settlement Benefit” means any Settlement Payment, Credit Monitoring, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.27 “Settlement Claim” means the process through which a Settlement Class Member can submit a Valid Claim to the Settlement Administrator identifying and, where applicable, providing documentation in support of the Settlement Benefits elected by the Settlement Class Member.

1.28 “Settlement Class” means all individuals in the United States whose PII was impacted by the Data Incident, including all those who were sent notice of the Data Incident by Defendant. The Settlement Class specifically excludes: (i) CQT and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 herein; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

1.29 “Settlement Class Member(s)” means all natural persons meeting the definition of the Settlement Class. The Parties estimate that the Settlement Class Members will include approximately 11,884 individuals.

1.30 “Settlement Payment” means any payment to be made under this Settlement Agreement to any Settlement Class Member who submits a Valid Claim pursuant to Paragraphs 2.1–2.4.

1.31 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.32 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Dates, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date (as defined above)).

1.33 “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned through this Settlement Agreement. CQT is not responsible for payment of any Tax and Tax-Related Expenses of any kind.

1.34 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.35 “Valid Claims” means timely Settlement Claims submitted by Settlement Class Members that comply with all the terms of this Settlement Agreement.

2. Settlement Benefits

2.1 Credit Monitoring: Settlement Class Members are eligible to receive two (2) years of 3-bureau credit monitoring and fraud protection with \$1 million insurance protection (“Credit Monitoring”).

2.2 Reimbursement for Ordinary Out-of-Pocket Losses and Time Spent: In addition to Credit Monitoring, Settlement Class Members may submit a claim for reimbursement up to an individual aggregate cap of \$500 for: (1) documented (excluding self-prepared documents), unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident (“Ordinary Out-of-Pocket Losses”), and (2) lost time spent addressing the Data Incident at a rate of \$20.00 per hour for up to three (3) hours (*i.e.*, not to exceed \$60.00 per Settlement Class Member), subject to an attestation by signature under penalty of perjury from the Settlement Class Member, as to how the time was spent, demonstrating that it was related to the Data Incident (“Time Spent”). Ordinary Out-of-Pocket Losses include (i) documented out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) documented fees for credit reports, credit monitoring, or other identity theft insurance products.

2.3 Extraordinary Out-of-Pocket Losses: In addition to Credit Monitoring and reimbursement for Ordinary Out-of-Pocket Losses and Time Spent, Settlement Class Members may submit a claim for documented (excluding self-prepared documents), unreimbursed losses related to identity fraud caused by the Data Incident (e.g., fraudulent charges on financial accounts and unauthorized loans) up to an individual aggregate cap of five thousand dollars (\$5,000.00), but not more than the documented loss proven (“Extraordinary Out-of-Pocket Losses”). For each

claim of an Extraordinary Out-of-Pocket Loss, the Settlement Class Member must show the following, supported by documentation:

- The loss is an actual and unreimbursed monetary loss, supported by third-party documentation;
- The loss resulted from actual identity theft, fraud, or similar criminal victimization;
- The loss was more likely than not caused by the Data Incident;
- The loss is not already covered by one or more of the other/normal reimbursement categories (*i.e.*, Ordinary Out-of-Pocket Losses or Time Spent); and
- The Settlement Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

2.4 Alternative Cash Payment: In addition to Credit Monitoring, but in lieu of submitting a claim for reimbursement of Ordinary Out-of-Pocket Losses, Time Spent, and Extraordinary Out-of-Pocket Losses, Settlement Class Members may file a claim for an alternative cash payment in the amount of \$50.00 (“Alternative Cash Payment”). Settlement Class Members do not need to submit any supporting documentation or attestations to receive this alternative cash payment. Settlement Class Members who elect to receive this Alternative Cash Payment will not be eligible to recover any reimbursement for Ordinary Out-of-Pocket Losses, Time Spent, or Extraordinary Out-of-Pocket Losses.

2.5 Business Practice Enhancements. For a period of two (2) years following the Final Approval Order and Judgment by the Court providing final approval of the Settlement Agreement, CQT agrees to maintain certain data security procedures and business practices implemented since the Data Incident.

2.6 Confirmatory Discovery. CQT has provided reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and states of residence, the facts and circumstances of the Data Incident and CQT's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

2.7 Settlement Expenses. All Costs of Settlement Administration, described further under Paragraph 3, shall be paid by Defendant as set forth in Paragraph 3.4.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. Preliminary and final approval of the Settlement Agreement shall be sought in this Court.

3.2. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and CQT's Counsel shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of

the Settlement with the Court requesting entry of the Preliminary Approval Order set out in **Exhibit C**.

3.3. The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.4. The Costs of Settlement Administration shall be paid by CQT as follows:

- a) Payment of Notice Costs:* Within 35 days after entry of the Preliminary Approval Order, CQT shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of mailing Notice. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to CQT within 5 days after the Preliminary Approval Order to recover reasonable costs associated with printing and mailing Notice. If CQT does not receive this information within five (5) days after the Preliminary Approval Order, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.
- b) Payment of Remaining Costs of Settlement Administration:* Within 35 days after entry of the Effective Date, CQT shall pay or cause to be paid to the Settlement Administrator the remaining Costs of Settlement Administration. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to CQT within 5 days after the Effective Date. If CQT does not receive this information within five (5) days after

the Preliminary Approval Order, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.

3.5. Fee Award and Costs for the Proposed Settlement Class Counsel and Service Awards to Plaintiffs, as approved by the Court, shall also be paid by CQT, as described in Section 7.

3.6. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member List*: No later than fourteen (14) days after entry of the Preliminary Approval Order, CQT shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, the “Class Member List”) that CQT possesses. The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List. Because the Class Member List will be provided to the Settlement Administrator solely for purposes of providing Notice and Settlement Benefits, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Defendant’s Counsel and will ensure that any information provided to it by Settlement Class Members, Proposed Settlement Class Counsel, Defendant’s Counsel, or Defendant will be secure and used solely for the purpose of effecting this Settlement Agreement. In particular, the Settlement Administrator will keep the Class Member List strictly confidential, and

will otherwise not disclose the Class Member List or the information contained therein to Proposed Settlement Class Counsel, Plaintiffs, or Settlement Class Members. Settlement Administrator will delete the Class List once it is no longer necessary to effectuate this Settlement Agreement and, at the latest, by fourteen (14) days after the Final Approval Order and Judgment.

- b) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website which will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall be made available starting on the Notice Commencement Date and taken down within three (3) days of the last date that settlement checks go stale.

- c) *Short Notice:* The Settlement Administrator will provide the Short Notice to the Settlement Class as follows:

- Beginning on Notice Commencement Date, with all re-mailing to be substantially completed within 30 days of the Notice Commencement Date, to all Settlement Class Members via mail to the postal address provided to the Settlement Administrator by CQT. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal

addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of ascertaining such information. This shall be the final requirement for mailing.

- d) The Settlement Administrator shall be responsible for publishing, on or before the Notice Commencement Date, the Claim Form, Long Notice, Preliminary Approval Order, Settlement Agreement, Complaint, and any other materials agreed upon by the Parties or required by the Court on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website through the Claims Deadline;
- e) The Settlement Administrator shall be responsible for providing a toll-free help line made available to provide Settlement Class Members with additional information about the settlement from the period beginning on the Notice Commencement Date and ending three (3) days after the last date that settlement checks go stale. The Settlement Administrator also will provide copies of the Short Notice, Long Notice, and Claim Form, as well as this Settlement Agreement, upon request; and
- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice.

3.7. The Short Notice, Long Notice, Claim Form, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Court's preliminary approval order.

3.8. Proposed Settlement Class Counsel and CQT's Counsel shall request that after Notice is completed and the Claims Deadline has passed, the Court hold the Final Approval Hearing and grant final approval of the settlement set forth herein.

4. Opt-Out or Request for Exclusion Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit a written Request for Exclusion to the designated Post Office box established by the Settlement Administrator. The Request for Exclusion must clearly manifest the Person's intent to opt-out of the Settlement Class. To be effective, the Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely Requests for Exclusion, as set forth in Paragraph 4.1, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not submit a valid and timely Request for Exclusion in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number—*Felger v. The Cornwell Quality Tools Company*, No. 2025CIV0456 (Ohio Ct. Comm. Pleas, Medina Cty.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement of whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

5.2 To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at the designated Post Office box. The objector or his or her counsel may also file objections with the Court, with service on Proposed Settlement Class Counsel, Jessica A. Wilkes, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120; Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Avenue South, Ste. 1700, Minneapolis, MN; and Dylan J. Gould, Markovits, Stock & DeMarco, LLC, 119 East Court St., Ste. 530, Cincinnati, Ohio 45202, and CQT's Counsel, Christopher A. Wiech, 1170 Peachtree Street, Suite 2400, Atlanta, GA 30309. The Settlement Administrator shall have the responsibility to provide all objections to the Court, Proposed Settlement Class Counsel, and CQT's Counsel no later than seventy-five (75) days after the Notice Commencement Date.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraphs 5.1 and 5.2 shall waive and forfeit all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraphs 5.1 and 5.2. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Ohio Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever

released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, 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 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.

6.2 Upon the Effective Date, Plaintiffs shall also be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever, to the fullest extent permitted by law, generally released, relinquished, and discharged all claims, causes of actions, rights to indemnification, or rights to any other relief of any type, they may have against the Released Parties, whether a Released Claim or otherwise (the “Generally Released Claims”). Plaintiffs stipulate and agree that, in connection with their release of the Generally Released Claims, they intend to waive, and expressly 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.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to Generally Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally, and forever settled and

released any and all of the Generally Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

7. Class Counsel's Fee Award and Costs; Service Award to Plaintiffs

7.1 Plaintiffs and Class Counsel will move the Court for combined attorneys' fees, costs, and litigation expenses up to one hundred and ninety thousand dollars (\$190,000.00). CQT will pay the Fee Award and Costs, if any, as approved by the Court. CQT will in no circumstance be obligated to pay any additional amount or amount beyond \$190,000.00 in Fee Award and Costs.

7.2 CQT will pay a Service Award of two thousand dollars (\$2,000.00) to each of the Class Representatives (in the aggregate \$4,000.00).

7.3 The Parties did not discuss or agree upon payment of Fee Award and Costs and Service Awards until after they agreed on all material terms of relief to the Settlement Class. Any Fee Award and Costs and Service Awards awarded by the Court shall be paid by Defendant to the Settlement Administrator within thirty (30) days after the Effective Date of Settlement.

7.4 The Settlement Administrator will pay the Fee Award and Costs and Service Awards as set forth above, to an account established by Proposed Settlement Class Counsel. Such account shall be disclosed to the Settlement Administrator within seven (7) days after the Court has granted Final Approval.

7.5 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Proposed Settlement Class Counsel will file a fee petition at least fourteen (14) days before the Objection and Opt Out Dates. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or

Plaintiffs shall (1) affect whether the Judgment is Final or (2) constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer the settlement described herein.

8.2 The Settlement Administrator will, in its sole discretion, determine the validity and timeliness of Settlement Claims. The Settlement Administrator may reject a Settlement Claim in part or in whole if it (1) determines that the Settlement Claim is invalid for failure to show or document the requisite criteria for a Settlement Benefit; (2) determines that the Settlement Claim was or was likely not submitted in a timely fashion; (3) cannot determine that the Settlement Claim was submitted by a Settlement Class Member; or (4) for any other reason consistent with this Settlement Agreement. The Settlement Administrator may, in its sole discretion, request that a Settlement Class Member provide supplemental information in support of a Settlement Claim, if the initial Settlement Claim is insufficient. To the extent that a Settlement Class Member fails to provide requested supplemental information within the requested time-period, the Settlement Administrator may determine that the Settlement Class Member failed to submit a Valid Claim and therefore reject that Settlement Claim.

8.3 Within thirty (30) days after the Effective Date or as soon as the Settlement Administrator has completed its validity review as described in Paragraph 8.2, Defendant shall provide the Settlement Administrator funds sufficient to pay the total Settlement Payments in combination with all other costs contemplated by this Settlement Agreement. The timing set forth in this provision is contingent upon the receipt of an invoice, payment instructions, and W-9 from the Settlement Administrator within five (5) days of the Effective Date.

8.4 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for Credit Monitoring benefits with enrollment instructions for the Credit Monitoring.

8.5 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed, and timely Claim Form with correct payment elections and information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (each, a “Settlement Payment”) within fourteen (14) days after receipt of the funds from Defendant.

8.6 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member does not cash the check within ninety (90) days, the Settlement Class Member shall receive no further Settlement Payment, including payment from the null and void check.

8.7 The Settlement Administrator shall provide Proposed Settlement Class Counsel and CQT’s Counsel with reports as to both claims and distribution. Proposed Settlement Class Counsel and CQT’s Counsel shall have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, 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 Approval Order and Judgment.

8.9 No Person shall have any claim against the Settlement Administrator, CQT, Proposed Settlement Class Counsel, Plaintiffs, and/or CQT's Counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order and Final Approval Order and Judgment; and
- b) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Effective Date has occurred.

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.1 unless Proposed Settlement Class Counsel and CQT's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to CQT's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List"). Defendant shall retain the right, but not the

obligation, to terminate this Settlement Agreement if forty (40) or more members of the Settlement Class object and/or opt-out of the Settlement.

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraph 6 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, CQT shall be obligated to pay amounts already billed or incurred for costs of Notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis and agree that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement, (i) is or may be deemed to be, or may be used as, an admission, or evidence, of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence, of any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them 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, issue preclusion, or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between CQT and Plaintiffs regarding the settlement of this Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between CQT and Plaintiffs in connection with the settlement of this Litigation. Except as otherwise provided herein, each party shall bear its own costs.

10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to another, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Proposed Settlement Class Counsel:	If to Defendant or Defendant's Counsel:
Jessica A. Wilkes Federman & Sherwood 10205 N. Pennsylvania Ave Oklahoma City, OK 73120 Phone: (405) 235-1560 wbf@federmanlaw.com jaw@federmanlaw.com	Christopher A. Wiech Baker & Hostetler LLP 1170 Peachtree Street, Suite 2400 Atlanta, GA 30309 Phone: (404) 946-9814 cwiech@bakerlaw.com

10.9 The 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. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

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

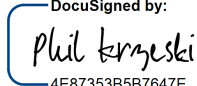
10.12 As used herein, “he or they” means “he, she, they, or it;” “his or theirs” means “his, hers, theirs, or its,” and “him or them” means “him, her, them, or it.”

10.13 All dollar amounts are in United States dollars (USD).

10.14 All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed the Settlement Agreement.

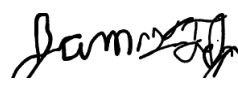
[Signatures on the next page]

DocuSigned by:

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/s/_____
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Proposed Settlement Class Counsel

/s/ _____
James Felger

Plaintiff

/s/_____
William Hudson

Plaintiff

/s/ _____
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James Felger

Plaintiff

/s/

William Hudson

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/s/

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