

# **EXHIBIT 1**

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement” or “Agreement”), dated as of November 11, 2025, is entered into between Plaintiffs Erika Flores and Sarah Garner, on behalf of themselves and the Settlement Class, on the one hand, and Defendant The Computer Merchant, Ltd. (“Defendant” or “TCM”), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

### **I. BACKGROUND**

1. Defendant is a national IT staffing company.
2. In or around July 2024, Defendant was the victim of a data incident (the “Data Incident” defined further below) involving its computer network that houses information belonging to Defendant’s job applicants, former employees, and current employees.
3. On January 8, 2025, Defendant was named in this Action alleging various claims related to the Data Incident.
4. The Parties participated in an Early Neutral Evaluation (“ENE”) Conference with Magistrate Judge Daniel E. Butcher on August 12, 2025.
5. The Parties attended a subsequent ENE Conference with Judge Butcher on August 28, 2025. On August 28, 2025, Judge Butcher provided the Parties a mediator’s proposal, and the Parties reached a settlement in principle.
6. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations related to Defendant made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this

Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## **II. DEFINITIONS**

7. “**Action**” means the lawsuit entitled *Flores, et al. v. The Computer Merchant, Ltd.*, with case number 3:25-cv-00038, filed in the United States District Court for the Southern District of California.

8. “**Alternative Cash Payment**” means the cash payment estimated to be \$40.00 (subject to pro rata increase or decrease) Settlement Class Members may elect to receive under Section V herein.

9. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service awards for Class Representatives.

10. “**CAFA Notice**” means the notice required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715 (“CAFA”).

11. “**California Settlement Class Members**” means all settlement Class Members who are residents of California.

12. “**California Settlement Subclass**” means those individuals who are California Settlement Class Members and are eligible to receive a CCPA Cash Payment under the Settlement. Plaintiffs Erika Flores and Sarah Garner are members of the Settlement Class and California Settlement Subclass because they are and have been residents of California for the relevant times related to this Settlement and the Data Incident.

13. “**Cash Payments**” means compensation paid to Settlement Class Members who select the Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment.

14. “**CCPA Cash Payment**” means the cash payment estimated to be \$75.00 (subject to a pro rata increase or decrease) California Settlement Class Members may elect under Section V herein due to their statutory damages available under the California Consumer Privacy Act (“CCPA”).

15. “**Claim**” means the submission of a Claim Form by a Claimant.

16. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as **Exhibit D**, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

17. “**Claim Form Deadline**” shall be 15 days before the original scheduled Final Approval hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Benefit.

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

19. “**Class Counsel**” or “**Lead Counsel**” means: Joshua Swigart of Swigart Law Group and Ben Travis of Ben Travis Law, APC.

20. “**Class List**” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. The Class List shall include the Settlement Class’s names, email addresses (if available), and postal addresses (if available).

21. “**Class Representatives**” means the Plaintiffs.

22. “**Complaint**” means Plaintiffs’ Class Action Complaint filed in this Action on January 8, 2025.

23. “**Court**” means the United States District Court for the Southern District of California and the Judge(s) assigned to the Action.

24. “**CyEx Financial Shield**” means a one-year subscription to CyEx Financial Shield which shall be paid for by Defendant in addition to the Settlement Fund.

25. “**Data Incident**” means the alleged incident that is the subject of the Complaint in which unauthorized third parties purportedly gained access to Settlement Class Members’ Private Information.

26. “**Defendant**” means The Computer Merchant, Ltd., and any of its current or former subsidiaries or related entities.

27. “**Defendant’s Counsel**” means Joshua Becker and Rachel A. Straus of Shook, Hardy & Bacon, L.L.P.

28. “**Out-of-Pocket Losses**” means the cash payment up to \$500.00 a Settlement Class Member may elect to receive under Section V herein for documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 69(b). Out of-Pocket Losses may include, without limitation, bank fees, postage, copying, mileage, telephone charges, and notary charges, and costs incurred as a result of purchasing credit monitoring or other identity theft insurance services, between July 1, 2024, and the Claim Form Deadline.

29. “**Effective Date**” means 30 days after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, the Effective Date shall be the later of: (1) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (2) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

30. “**Email Notice**” means the email notice of the Settlement, substantially in the form attached hereto as **Exhibit B**, that the Settlement Administrator shall disseminate to the Settlement Class by email to those on the Class List for which Defendant maintained an email address.

31. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator with the terms and conditions described herein.

32. “**Extraordinary Out-of-Pocket Losses**” means the cash payment up to \$3,000.00 per Settlement Class Member (subject to a pro rata increase or decrease) for documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that is/are, as set forth in Paragraph 69(a): (i) an actual, documented and unreimbursed monetary loss; (ii) more likely than not caused by the Data Incident; (iii) occurred between July 1, 2024, and the Claim Form Deadline; (iv) is not already covered by the Out-of-Pocket Loss reimbursement category; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement

for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

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

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

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

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

37. “**Lost Time**” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Data Incident, up to a maximum of five (5) hours, supported by an attestation that the activities were related to the Data Incident, as set forth in Paragraph 69(c).

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

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

40. “**Notice**” means the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. “**Notice Program**” means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line.

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

43. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 10 days before the Final Approval Hearing.

44. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

45. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

46. “**Plaintiffs**” means Erika Flores and Sarah Garner.

47. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit A**, that the Settlement Administrator shall disseminate to the Settlement Class by mail to the extent a valid email address does not exist for the relevant Settlement Class Member.

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

49. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program.

50. “**Private Information**” means Settlement Class Members’ sensitive information that may have been exposed in the Data Incident, which may include names, Social Security numbers, dates of birth, financial information, and health-related information.

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

52. “**Released Claims**” means the claims described in Section XIII of this Agreement.

53. “**Released Parties**” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, employees, 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 Defendant'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 and may enforce the Agreement as if they were parties to the Agreement.

54. **“Releasing Parties”** means (1) Plaintiffs and all Settlement Class Members, (2) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (3) any entities in which a Plaintiff and/or other participating Settlement Class member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (4) any other person or entity (including any government entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as a representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (5) the representative past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (1)-(4).

55. **“Residual Funds”** means all funds remaining in the Settlement Fund resulting from any uncashed and/or unredeemed Cash Payments after the payment of all Valid Claims for Cash Payments, Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs.

56. **“Service Awards”** means the payment the Court may award the Plaintiffs for their time and effort serving as Class Representatives, which will be in an amount not to exceed \$2,500.00 for each Class Representative.

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

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

59. **“Settlement Class”** means all persons in the United States whose Private Information was potentially compromised as a result of the Data Incident

and who were sent notice of the Data Incident. The Settlement Class is estimated to be approximately 34,127 individuals. Excluded from the Settlement Class are (1) all persons who are governing board members of Defendant; (2) governmental entities; (3) the Court, the Court's immediate family, and Court staff; and (4) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

60. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

61. “**Settlement Class Member Benefit(s)**” means the Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment selected by Settlement Class members, plus a one-year subscription to CyEx Financial Shield.

62. “**Settlement Fund**” means the non-reversionary \$610,000.00 cash fund that Defendant has agreed to pay or have paid under the terms of the Settlement pursuant to Paragraph 65 below.

63. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as such other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for four months after Final Approval.

64. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (1) submitted in accordance with the provisions of the Settlement; (2) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (3) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (4) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific Time on the Claim Form Deadline; and (5) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. SETTLEMENT FUND**

65. Within 30 days after Preliminary Approval and receipt of all necessary information required to make payment, including payment funding instructions and a W-9 form, Defendant shall deposit or cause to be deposited \$100,000 into the Escrow Account to allow the Settlement Administrator to pay Settlement Administration Costs. Within 30 days after the Effective Date, Defendant shall deposit or cause to be deposited \$510,000 into the Escrow Account. Once the Settlement Fund is fully funded, Defendant shall not be required to pay more money under this Settlement other than the costs of CyEx Financial Shield for which Defendant will pay separately. Put another way, all fees, costs, awards, and payments that are made pursuant to this Agreement, other than the costs of CyEx Financial Shield, will be made out of this Settlement Fund.

66. The Settlement Fund shall be used to pay (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

### **IV. CERTIFICATION OF THE SETTLEMENT CLASS**

68. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided, however, that

if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

## V. SETTLEMENT CONSIDERATION

69. The Settlement Administrator will make the following benefits available to Settlement Class Members who submit valid and timely Claim Forms, as described below:

- a. **Claims for Compensation for Extraordinary Losses** up to a total of \$3,000.00 per Claimant. Upon submission of a Valid Claim with adequate supporting documentation, if:
  - i. The loss is an actual, documented, and unreimbursed monetary loss;
  - ii. The loss was more likely than not caused by the Data Incident;
  - iii. The loss occurred between July 1, 2024, and the Claim Form Deadline; and
  - iv. The loss is not already covered by the Out-of-Pocket Loss or Lost Time reimbursement categories, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- b. **Additional Compensation:** In addition to the other payments, Settlement Class Members may elect to receive either compensation for Out-of-Pocket Losses or an Alternative Cash Payment, but not both:
  - i. **Claims for Compensation for Out-of-Pocket Losses** up to a total of \$500 per Claimant. For documented out-of-pocket costs and expenditures that a Settlement Class Member actually

incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, if:

1. The Claim is supported by an attestation that the Settlement Class Member believes the unreimbursed losses were incurred as a result of the Data Incident; and
  2. The Claim is supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.
  3. The Settlement Administrator shall have discretion to determine whether any claimed loss is fairly traceable to the Data Incident.
  4. Out-of-Pocket Losses may include the following unreimbursed losses, which are non-exhaustive:
    - (1) **Miscellaneous costs such as bank fees, postage, copying, mileage, telephone charges, and notary charges; and**
    - (2) **Costs incurred as a result of purchasing credit monitoring or other identity theft insurance services between July 1, 2024, and the Claim Form Deadline.**
- ii. **Claims for Alternative Cash Payment** estimated to be \$40 per Claimant, which may increase or decrease on a pro rata basis depending on the number of Valid Claims.
- c. **Claims for Compensation for Lost Time.** Settlement Class Members who spent time monitoring accounts or otherwise dealing with issues related to the Data Incident can submit a Claim for reimbursement of \$20 per hour for up to 5 hours (for a total of \$100), subject to the \$500 cap on Out-of-Pocket Losses, provided they provide an attestation on the Claim Form that the activities they performed were related to the Data Incident.

d. **Claims for CCPA Cash Payment.** In addition to the above payments, California Settlement Class Members may also make a claim for a CCPA Cash Payment in the amount of \$75, which may be increased or decreased on a pro rata basis.

70. **CyEx Financial Shield.** In addition to the above payments, each Settlement Class Member will be provided a one-year subscription to CyEx Financial Shield.

71. If the total amount of Valid Claims for Extraordinary Losses, Out-of-Pocket Losses, Lost Time, Alternative Cash Payments and CCPA Cash Payments submitted by the Claim Form Deadline exceeds the amount of money available in the Settlement Fund, the amount of each valid Claim will be reduced proportionally and paid after the Effective Date.

72. If the total amount of Valid Claims for Extraordinary Losses, Out-of-Pocket Losses, Lost Time, Alternative Cash Payments and CCPA Cash Payments submitted by the Claim Form Deadline is less than the amount of money remaining in the Settlement Fund, after payments for all other settlement costs have been accounted for—including costs associated with (i) Notice and Administrative Expenses; (ii) taxes; (iii) any attorneys' fees and costs; and (iv) any Service Award Payments to Plaintiffs—then after the Effective Date the Settlement Administrator will make pro rata settlement payments of the remaining money in the Settlement Fund to each Settlement Class Member that submitted a Valid Claim.

73. If there is any balance remaining in the Settlement Fund 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, the Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient, which shall be a 501(c)(3) selected by the Parties (subject to Court approval). The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph shall not be considered unclaimed property under any law.

## **VI. SETTLEMENT APPROVAL**

74. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

75. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being

within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

## **VII. SETTLEMENT ADMINISTRATOR**

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

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

78. The Settlement Administrator's duties include to:

- a. Within 10 days of filing the Motion for Preliminary Approval, cause a CAFA Notice to be served upon the appropriate state and federal officials. All expenses associated with the CAFA Notice shall be payable from the Settlement Fund;
- b. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- c. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

- d. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- e. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms and objections, with online objections requiring Settlement Class Member email validation;
- f. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- g. Respond to any mailed Settlement Class inquiries;
- h. Process all opt-out requests from the Settlement Class;
- i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- k. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- l. Send Settlement Class Members emails instructing how to activate their CyEx Financial Shield service;
- m. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

- n. Pay Settlement Administration Costs out of the Settlement Fund;
- o. Perform any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

79. The Notice Program, including the Email Notice, Postcard Notice, Long Form Notice, and Claim Form, will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

### **VIII. NOTICE TO THE SETTLEMENT CLASS**

80. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order.

81. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Email Notice shall be disseminated to those Settlement Class Members for which Defendant maintains email addresses. For those Settlement Class Members for which there are no email addresses, or for those in which emails bounce back, Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website. The Parties and the Settlement Administrator may elect to send one reminder notice by email within 30 days of the Claim Form Deadline.

82. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the

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

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

84. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt out of the Settlement; and the Email Notice and Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain their name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

85. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections may be submitted on the Settlement Website through means established by the Settlement Administrator or mailed to the Settlement Administrator, who will then promptly distribute any objections to counsel. Class Counsel shall be responsible for ensuring that any objections are lodged on the Court docket. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If

submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected in a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and the caption of any appeals related to such objection;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and the caption of any appeal related to such objection;
- f. any and all agreements that relate to the objection or the process of objection—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

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

87. The Settlement Administrator shall perform reasonable address traces for those individuals whose emails have bounced and for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

88. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

#### **IX. CLAIM FORM PROCESS AND DISBURSEMENT OF CASH PAYMENTS**

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

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

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

92. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a Claim for Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class and, if applicable, the California Settlement Subclass.

- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted by the Claim Form Deadline and is timely.
- c. In determining whether claimed Extraordinary Losses or Out-of-Pocket Losses are more likely than not caused by or fairly traceable to the Data Incident, respectively, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after July 1, 2024; (ii) whether the alleged loss involved the types of information that may have been affected in the Data Incident, including name, mailing address, and Social Security number; (iii) the explanation of the Settlement Class Member as to why the alleged loss is more likely than not caused by or fairly traceable to the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. 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.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely Claim for Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of

the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

93. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted by the Claim Form Deadline pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment.
- b. Payments for Approved Claims for Extraordinary Losses, Lost Time, Out-Of-Pocket Losses, Alternative Cash Payment, and/or CCPA Cash Payment shall be issued in the form of a check, or via electronic means (agreed to by the Parties), and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 65. No payments will be issued without authorization from the Parties.
- c. All Settlement Class Members who fail to submit a Valid Claim Form for any benefits under this Agreement 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 (except for CyEx Financial Shield), but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

94. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

95. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time

96. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

97. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

## **X. FINAL APPROVAL ORDER AND FINAL JUDGMENT**

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

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfied Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

#### **XI. SERVICE AWARDS, ATTORNEYS' FEES AND COSTS**

100. *Service Awards* – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 35 days of the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

101. *Attorneys' Fees and Costs* – Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court

shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 35 days of the Effective Date.

102. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

## **XII. DISPOSITION OF RESIDUAL FUNDS**

103. The Settlement is designed to exhaust the Settlement Fund. To the extent any funds remain in the Settlement Fund from uncashed checks 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

## **XIII. RELEASES**

104. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred 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 (1) the Data Incident; or (2) any of the alleged violations of laws or regulations cited in the Complaint.

105. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

106. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement.

107. With respect to the Released Claims, Plaintiffs, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

108. Plaintiffs may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, Plaintiffs expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

109. Upon the Effective Date: (1) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (2) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or

prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. TERMINATION OF SETTLEMENT**

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

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

111. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

112. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

113. In the event that the Agreement is not approved by the Court or the Agreement is terminated in accordance with any of its terms the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or litigant, which extension shall be subject to the decision of the Court; (b) Defendant will still bear any costs of notice and administration through the date of termination, and (c) the terms and provisions of the Agreement shall have no further force and effect with respect to the parties and shall not be used in this 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 Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any attorneys' fees and expenses award to Class Counsel shall constitute grounds for cancellation or termination of this Agreement. To the extent this Agreement does not become final, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator.

#### **XV. EFFECT OF TERMINATION**

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

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

#### **XVI. NO ADMISSION OF LIABILITY**

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

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

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

119. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (1) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (2) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

## **XVII. MISCELLANEOUS PROVISIONS**

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

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

123. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval,

uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

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

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

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

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

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

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

If to Plaintiffs or Class Counsel:

Joshua Swigart  
Swigart Law Group, APC  
2221 Camino Del Rio S., Suite 308  
San Diego, California 92108

Ben Travis  
Ben Travis Law, APC  
4660 La Jolla Village Drive, Suite 100  
San Diego, California 92122

If to Defendant or Defendant's Counsel:

Rachel Straus  
Shook, Hardy & Bacon, LLP  
2121 Avenue of the Stars, Suite 1400  
Los Angeles, California 90067

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

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

132. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. There will be no waiver except when such waiver is signed by the responsible Party.

133. **Authority.** Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person,

partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

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

135. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (1) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (2) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

**PLAINTIFFS**

Dated: Nov 18 2025 09:46 PST

  
\_\_\_\_\_  
Erika Flores

Dated: Nov 18 2025 09:28 PST

  
\_\_\_\_\_  
Sarah Garner

**DEFENDANT THE COMPUTER MERCHANT, LTD.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

**PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Erika Flores

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sarah Garner

**DEFENDANT THE COMPUTER  
MERCHANT, LTD.**

Dated: 11-14-2025

Signature: 

Name: William S. Allen

Title: President

**APPROVED AS TO FORM**

**SWIGART LAW GROUP APC**

Dated: 11/18/2025

/s/ Joshua B. Swigart  
Joshua Swigart  
Attorney for Plaintiffs

**BEN TRAVIS LAW, APC**

Dated: Nov 18 2025 10:23 PST

  
Ben Travis  
Attorney for Plaintiffs

**SHOOK HARDY & BACON, L.L.P.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rachel Straus  
Attorney for Defendant

**APPROVED AS TO FORM**

**SWIGART LAW GROUP APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joshua Swigart  
Attorney for Plaintiffs

**BEN TRAVIS LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ben Travis  
Attorney for Plaintiffs

**SHOOK HARDY & BACON, L.L.P.**

Dated: 11/18/2025

  
\_\_\_\_\_  
Rachel Straus  
Attorney for Defendant

# **EXHIBIT A**

P.O. Box \_\_\_\_\_

Santa Ana, CA 92799-9958

First Class  
Mail  
US Postage  
Paid  
Permit # \_\_

***Flores v. The Computer Merchant, Ltd.***

Case No. 3:25-cv-00038

**IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY COMPROMISED  
IN THE COMPUTER MERCHANT, LTD.'S JULY  
2024 DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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



### Why am I receiving this notice?

A Settlement has been reached with The Computer Merchant, Ltd. ("TCM") in a class action lawsuit ("Settlement"). The case is about the July 2024 cyberattack on TCM's computers (the "Data Incident"). Files containing private information were accessed. TCM denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

### Who is included in the Settlement?

The Court has defined the class as: "All persons in the United States whose Private Information was potentially compromised as a result of the Data Incident and who were sent notice of the Data Incident."

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

### What are the Settlement benefits?

You can enroll in one year of **financial data monitoring** from CyEx Financial Shield.

**YOUR ENROLLMENT CODE IS:** «**EnrollmentCode**»

Please visit **URL** to enroll. Your enrollment will be activated after the Court grants final approval.

**Additionally**, if you have documented losses you can get back up to **\$3,000** for fraud or identity theft losses.

You can also get back up to **\$500** for documented out-of-pocket expenses **OR** a one-time estimated **\$40** cash payment.

If you spent time fixing problems caused by this incident, you can get back **\$20/hour** for up to five hours (up to **\$100**). California residents can also get an additional estimated **\$75** statutory payment. **Full details and instructions are available online.**

### How do I receive a benefit?

You can file a claim online or by mail. If you are claiming out-of-pocket expenses or losses, file your claim online. For a paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

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

### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 25% plus costs, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

# **EXHIBIT B**

**TO:** «Email Address»  
**FROM:** “TCM Data Incident Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:** TCM Data Incident Settlement – You are Eligible to File a Claim

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**LEGAL NOTICE**

*Flores v. The Computer Merchant, Ltd.*  
Case No. 3:25-cv-00038  
United States District Court for the Southern District of California

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN  
THE COMPUTER MERCHANT, LTD.'S JULY 2024 DATA INCIDENT, A PROPOSED  
CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued.  
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with The Computer Merchant, Ltd. (“TCM”) in a class action lawsuit arising from the July 2024 cyberattack on TCM’s computer network (the “Data Incident”), during which certain files containing private information were accessed.

TCM denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs, risks, disruptions, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?** The Court has defined the Settlement Class as: “All persons in the United States whose Private Information was potentially compromised as a result of the Data Incident and who were sent notice of the Data Incident.”

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

**What are the Settlement benefits?** You can enroll in one year of **financial data monitoring** from CyEx Financial Shield.

**YOUR ENROLLMENT CODE IS: «EnrollmentCode»**

Please visit [[URL](#)] to enroll. Your enrollment will be activated after the Court grants final approval.

**Additionally**, if you have documented extraordinary losses, you can get back up to **\$3,000** for fraud or identity theft losses.

You can also get up to **\$500** for documented out-of-pocket expenses **OR** a one-time estimated **\$40** cash payment.

If you spent time monitoring accounts or dealing with issues caused by this Data Incident, , you can get \$20/hour for up to five hours (up to \$100).

California residents can also get an additional estimated \$75 statutory payment.

Full details and instructions are available online.

**How do I receive a benefit?** Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper claim form to submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online or postmarked by [Claims Deadline].**

**What if I don't want to participate in the Settlement or I want to object?** If you do not want to be legally bound by the Settlement, you must opt out of the Settlement by **[Opt-Out Deadline]**.

If you do not opt out by that date, you will give up your right to sue TCM for the claims in this lawsuit. If you opt out, you will not receive any benefits from this Settlement.

If you want to object to the Settlement, you must file your objection by **[Objection Deadline]**. The Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to opt-out or file an objection.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** in Courtroom 4A at the United States Courthouse for the Southern District of California, 221 West Broadway, San Diego, CA 92101, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 25% plus costs, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

# **EXHIBIT C**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Flores v. The Computer Merchant, Ltd.*

Case No. 3:25-cv-00038

United States District Court for the Southern District of California

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED  
IN COMPUTER MERCHANT, LTD.'S JULY 2024 DATA INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND  
ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with The Computer Merchant, Ltd. (“TCM” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on TCM's computer network that occurred in July 2024 (the “Data Incident”), during which certain files containing private information were accessed. These files may have contained personal information related to Defendant’s job applicants, former employees, and current employees.
- The lawsuit is called *Flores v. Computer Merchant, Ltd.*, Case No. 3:25-cv-00038. It is pending in the United States District Court for the Southern District of California (the “Litigation”).
- TCM denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs, risks, disruptions, and uncertainties of continued Litigation.
- TCM's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from TCM.
- Your rights will be affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement (other than CyEx Financial Shield) is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you may download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You may choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You may hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement (other than CyEx Financial Shield) and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION ..... 3  
 WHO IS IN THE SETTLEMENT ..... 4  
 THE SETTLEMENT BENEFITS..... 4  
 SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS..... 6  
 THE LAWYERS REPRESENTING YOU ..... 7  
 EXCLUDING YOURSELF FROM THE SETTLEMENT ..... 7  
 COMMENTING ON OR OBJECTING TO THE SETTLEMENT ..... 8  
 THE COURT’S FINAL APPROVAL HEARING..... 9  
 IF I DO NOTHING ..... 9  
 GETTING MORE INFORMATION ..... 10

### Basic Information

#### 1. Why was this Notice issued?

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

The lawsuit is called *Flores v. The Computer Merchant, Ltd.*, Case No. 3:25-cv-00038. It is pending in the United States District Court for the Southern District of California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, The Computer Merchant, Ltd., is called the “Defendant.”

#### 2. What is this lawsuit about?

This lawsuit alleges that in a July 2024 targeted cyberattack on TCM's computer network, certain files that contained private information were accessed. These files may have contained personal information related Defendant’s job applicants, former employees, and current employees.

#### 3. What is a class action?

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

#### 4. Why is there a Settlement?

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

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All persons in the United States whose Private Information was potentially compromised as a result of the Data Incident and who were sent notice of the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) TCM's governing board members; (2) governmental entities; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who validly excludes themselves from the Settlement.

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

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

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

## The Settlement Benefits

### 7. What does the Settlement provide?

TCM will establish a Settlement Fund of \$610,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments to the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefits described below.

All Settlement Class Members will receive one year of **financial data monitoring** and one or more **cash payments**. These benefits are explained in more detail below.

**CyEx Financial Shield.** All Class Members will receive an enrollment code for one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- high-risk financial transactions

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

## CASH PAYMENT OPTIONS

**Compensation for Extraordinary Losses (losses related to actual identity theft or fraud).** If you lost money because of identity theft or fraud, you can get back up to **\$3,000.00**.

You will need to show:

- an actual, documented and unreimbursed monetary loss;
- the theft or fraud was more likely than not caused by the Data Incident;
- the losses are not already covered by **Out-of-Pocket Expenses** (see below); and
- you made reasonable efforts to prevent the loss or get your money back, such as by using insurance you already have.

The losses must have occurred between July 1, 2024, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

**Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between July 1, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party. You cannot claim this reimbursement if you want to claim the **Alternative Cash Payment** (see below).

**Alternative Cash Payment.** *Instead of* reimbursement for Out-of-Pocket Losses, you may claim a one-time cash payment. This payment is expected to be **\$40.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

You cannot claim this payment if you want to claim reimbursement for **Out-of-Pocket Losses** (see above).

**Compensation for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to five hours, at \$20.00 per hour, for a maximum of **\$100.00**.

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

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

You must briefly describe how you spent this time.

**CCPA Cash Payment.** Settlement Class Members who are residents of California are eligible to receive an additional one-time cash payment. The cash payment is estimated to be **\$75.00**, but may be larger or smaller depending on the total claims filed.

You must have been a resident of California for the relevant times related to this Settlement and the Data Incident.

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

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

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

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

## Submitting a Claim Form for a Settlement Payment

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

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

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

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

### 10. Are there any important Settlement payment deadlines?

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

### 11. When will the Settlement benefits be issued?

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

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

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Joshua Swigart of Swigart Law Group, and Ben Travis of Ben Travis Law, APC, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

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

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve 25% as reasonable attorneys’ fees plus the costs of litigation. These amounts will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Flores v. The Computer Merchant, Ltd.*, Case No. 3:25-cv-00038, pending in the United States District Court for the Southern District of California;

- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion,” “Request to Opt Out,” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

Your Request for Exclusion must be postmarked by [Opt-Out Deadline].

## Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Flores v. The Computer Merchant, Ltd.*, Case No. 3:25-cv-00038, pending in the United States District Court for the Southern District of California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, and civil action numbers for each of those cases;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you or your attorney have any agreement with a third party regarding your objection, please describe it;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must send the objection to the Settlement Administrator at:

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

You may also submit your Objection on the Settlement Website.

Your Objection must be postmarked or submitted online by [Objection Deadline].

## 17. What is the difference between objecting and excluding?

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

## The Court's Final Approval Hearing

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

The Court will hold a final approval on [FA Hearing Date] at [Hearing Time] Pacific Time, in Room [Court Room] of the United States District Court for the Southern District of California, at [Court Address].

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

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

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

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

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

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

## If I Do Nothing

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement (other than CyEx Financial Shield).

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

## Getting More Information

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

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

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

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

# **EXHIBIT D**

Your Claim must be submitted online or postmarked by: [Claims Deadline]

**Flores v. The Computer Merchant, Ltd.**

Case No. 3:25-cv-00038

United States District Court for the Southern District of California

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your Claim must be submitted online or postmarked by: [Claims Deadline]

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The Court has defined the Class as follows: “All persons in the United States whose Private Information was potentially compromised as a result of the Data Incident and who were sent notice of the Data Incident.”

**Excluded from the Settlement Class** are: (1) TCM's governing board members; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who timely and validly excludes themselves from the Settlement.

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

**AVAILABLE BENEFITS**

TCM will establish a Settlement Fund of \$610,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments to the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefits described below.

All Settlement Class Members will receive one year of **financial data monitoring** and one or more **cash payments**. These benefits are explained in more detail below.

**CyEx Financial Shield.** All Class Members will receive an enrollment code for one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- high-risk financial transactions

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

**CASH PAYMENT OPTIONS**

**Compensation for Extraordinary Losses (losses related to actual identity theft or fraud).** If you lost money because of identity theft or fraud, you can get back up to **\$3,000.00**.

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

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Flores v. The Computer Merchant, Ltd.**

Case No. 3:25-cv-00038

United States District Court for the Southern District of California

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

You will need to show:

- an actual, documented, and unreimbursed monetary loss;
- the theft or fraud was more likely than not caused by the Data Incident;
- the losses are not already covered by **Out-of-Pocket Expenses** (see below); and
- you made reasonable efforts to prevent the loss or get your money back, such as by using insurance you already have.

The losses must have occurred between July 1, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

**Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between July 1, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party. You cannot claim this reimbursement if you want to claim the Alternative Cash Payment (see below).

**Alternative Cash Payment.** *Instead of* reimbursement for Out-of-Pocket Losses, you may claim a one-time cash payment. This payment is expected to be **\$40.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

You cannot claim this payment if you want to claim reimbursement for Out-of-Pocket Losses (see above).

**Compensation for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to five hours, at \$20.00 per hour, for a maximum of **\$100.00**.

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

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

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Flores v. The Computer Merchant, Ltd.**

Case No. 3:25-cv-00038

United States District Court for the Southern District of California

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

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

You must briefly describe how you spent this time.

**CCPA Cash Payment.** Settlement Class Members who are residents of California are eligible to receive an additional one-time cash payment. The cash payment is estimated to be **\$75.00**, but may be larger or smaller depending on the total claims filed.

You must have been a resident of California for the relevant times related to this Settlement and the Data Incident.

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

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIM IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

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

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

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Flores v. The Computer Merchant, Ltd.**

Case No. 3:25-cv-00038

United States District Court for the Southern District of California

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your Claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	Notice ID (if known)

**II. CYEX FINANCIAL SHIELD**

An enrollment code for one year of CyEx Financial Shield was either mailed or emailed directly to you. Please visit [URL](#) to enroll. Your enrollment will be activated after the Court grants final approval.

If you no longer have your enrollment code, you may call 1-[XXX-XXX-XXXX](#) toll-free, or visit [www.\[SettlementWebsite\].com](#)

**III. COMPENSATION FOR EXTRAORDINARY LOSSES**

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$3,000.00.

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

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
<b>TOTAL CLAIMED:</b>	

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

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

**IV. COMPENSATION FOR OUT-OF-POCKET LOSSES**

Check this box if you would like to claim compensation for documented out-of-pocket expenses. You can get back up to \$500.00.

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Fee for credit report</i>	<i>\$40</i>
<b>TOTAL CLAIMED:</b>	

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

**DO NOT CLAIM THIS REIMBURSEMENT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V.**

**V. ALTERNATIVE CASH PAYMENT**

Check this box if you want to claim a one-time estimated \$40.00 cash payment.

**DO NOT CLAIM THIS PAYMENT IF YOU ARE CLAIMING A REIMBURSEMENT FROM SECTION IV.**

**VI. COMPENSATION FOR LOST TIME**

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

I spent (select only **one**):  1 hour (\$20.00)     2 hours (\$40.00)     3 hours (\$60.00)  
 4 hours (\$80.00)     5 hours (\$100.00)

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

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Describe what you spent this time on: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VII. CCPA CASH PAYMENT

[ ] Check this box if you were a California resident at the relevant times related to this Settlement and want to claim an additional one-time estimated \$75.00 cash payment.

VIII. PAYMENT SELECTION

Please select one of the following payment options.

[ ] PayPal
Email address, if different than what you provided in Section I: \_\_\_\_\_

[ ] Venmo
Mobile number, if different than what you provided in Section I: \_\_\_\_\_

[ ] Zelle
Email address or mobile number, if different than what you provided in Section I: \_\_\_\_\_

[ ] Virtual Prepaid Card
Email address, if different than what you provided in Section I: \_\_\_\_\_

[ ] Physical Check
Payment will be mailed to the address provided in Section I.

IX. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date