

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between (i) Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., and nine of its subsidiary companies<sup>1</sup> (collectively, “Defendants” or “Purpose Financial”) and (ii) Plaintiffs Heather McCreedy, Scott Gibson, Kathryn Rohrer, Latoya Lindsey, Michael Smelley, Robert Durham, Stacy Lowe, Stephanie Jennings, Tirance Kennedy, Brian James, Brooke Pennington, Charles Lee Carlisle, Connie Montalvo, Don Shilling, David Turben, Dana Jones, Jose Garcia, Joseph Dodson, Howard R. Herships, John R. Wilkinson III, Jamila Hunter, Eric Speech, Juan Sanchez, Crystal Hernandez, Salvador Flores Hernandez, Kevin Ferguson, and Steven Smith (individually “Plaintiff” and collectively, “Plaintiffs”) both individually and on behalf of the Settlement Class, in the case of *Hernandez, et al. v. Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., et al.*, No. 7:23-CV-04256-JDA, pending in the United States District Court, for the District of South Carolina (the “Litigation”). Defendants and Plaintiffs are collectively referred to herein as the “Parties.” The Settlement Agreement is subject to Court approval and intended by the settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

### **I. FACTUAL BACKGROUND AND RECITALS**

1. Following the Court’s Order granting Plaintiffs’ Motion to Consolidate and to Appoint Interim Leadership Counsel on October 26, 2023, Plaintiffs filed a Consolidated Class Action Complaint on November 27, 2023. Thereafter, Plaintiffs filed their First Amended Consolidated Complaint (the “Complaint” or “Compl.”) against Defendants on February 2, 2024, in the United States District Court for the District of South Carolina. The Complaint alleged ten (10) claims, including: negligence; breach of implied contract; unjust enrichment; violations of the California Consumer Privacy Act, violations of the California Unfair Competition Law, violations of the Tennessee Consumer Protection Act, violations of the Florida Deceptive and Unfair Trade Practices Act, violations of the Michigan Identity Theft Protection Act, violations of the Indiana Deceptive Consumer Sales Act, and declaratory judgement and injunctive relief.

2. The Complaint alleged that on or about February 7, 2023, Purpose Financial experienced a data security incident in which unauthorized third parties gained access to its corporate network (the “Data Incident”). Following discovery of the Data Incident, Purpose Financial investigated the scope and cause of the Data Incident and determined that files containing Plaintiffs’ and Settlement Class Members’ Private Information may have been exfiltrated. Defendants began the process of notifying the individuals that may have been impacted in August 2023.

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<sup>1</sup> Advance America, Cash Advance Centers of California, LLC; Advance America, Cash Advance Centers of Florida, LLC; Advance America, Cash Advance Centers of Indiana, Inc.; Advance America, Cash Advance Centers of Kentucky; ACSO of Michigan, Inc.; Advance America, Cash Advance Centers of Mississippi, LLC; Advance America, Cash Centers of Nevada, Inc.; Advance America, Cash Advance Centers of Ohio, Inc.; and Advance America, Cash Advance Centers of Tennessee, Inc.

3. Concurrently while briefing Defendants' Motion to Dismiss, the Parties conducted limited discovery and informal arms-length negotiations until the Court formally stayed the case on November 15, 2024 pending mediation. The Court extended this stay until June 9, 2025 while negotiations continued.

4. On February 6, 2025, the Parties attended a day-long, in-person mediation session with Hon. John W. Thornton (Ret.) at JAMS in Miami, Florida. Although the Parties did not reach a resolution that day, they coordinated on follow up and continued discussions over the following months. On May 15, 2025, the Parties attended a second mediation session with Judge Thornton at JAMS, which concluded with Judge Thornton providing his mediator's proposal.

5. Following the extensive mediation and arms-length negotiations in this case, the Parties reached a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated in any way with the Litigation, including all claims Plaintiffs and Settlement Class Members have, had, or may have against Defendants and persons and entities related to the Data Incident, as set forth herein.

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

7. Defendants deny all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have or could have asserted in this Litigation or may assert related to the Data Incident in the future. Defendants nevertheless desire to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

8. The Parties now enter into this Settlement Agreement creating a non-reversionary seven million, seven hundred and fifty thousand dollars (\$7,750,000) common fund on behalf of the Settlement Class. Plaintiffs and Class Counsel conducted an investigation into the facts and the law regarding the Litigation and concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the Settlement Agreement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

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

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

## II. DEFINITIONS

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

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

12. “**CAFA Notice**” shall mean a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* (“CAFA”), to be served upon the appropriate State official in each State where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by the Settlement Fund.

13. “**California Subclass**” shall mean all persons residing in the state of California whose Private Information was accessed or acquired, or potentially accessed or acquired as a result of the Data Incident, including all California residents who received notice of the Data Incident.

14. “**California Subclass Members**” shall mean an individual who falls within the definition of the California Subclass.

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

16. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

17. “**Class Counsel**” shall mean Patrick A. Barthle II of Morgan & Morgan Complex Litigation Group; Terence R. Coates of Markovits Stock & DeMarco, LLC; and Gary M. Klinger of Milberg Bryson Phillips Grossman PLLC.

18. “**Counsel**” or “**Parties’ Counsel**” shall mean both Class Counsel and Defendants’ Counsel, collectively.

19. **“Court”** shall mean United States District Court Judge Jacquelyn D. Austin of the District of South Carolina, or another Judge in the District as may be appointed to oversee the Litigation.

20. **“Data Incident”** shall refer to the alleged February 7, 2023 incident in which unauthorized third parties purportedly gained access to Defendants’ corporate network.

21. **“Defendants”** shall mean Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., and its nine subsidiary companies, Advance America, Cash Advance Centers of California, LLC; Advance America, Cash Advance Centers of Florida, LLC; Advance America, Cash Advance Centers of Indiana, Inc.; Advance America, Cash Advance Centers of Kentucky, Inc.; ACSO of Michigan, Inc.; Advance America, Cash Advance Centers of Mississippi, LLC; Advance America, Cash Centers of Nevada, Inc.; Advance America, Cash Advance Centers of Ohio, Inc.; and Advance America, Cash Advance Centers of Tennessee, Inc.

22. **“Defendants’ Counsel”** shall mean Mark Melodia and Ashley Shively of Holland & Knight LLP.

23. **“Effective Date”** shall mean the date when the Settlement Agreement becomes Final, which is thirty-five (35) days after the Court’s grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will become thirty-five (35) days from when the appeal is finalized and a final judgment is entered in this case.

24. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and Litigation expenses.

25. **“Fee Award and Expenses”** shall mean the amount of attorneys’ fees and reimbursement of Litigation expenses awarded by the Court to Class Counsel.

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

27. **“Final Approval Hearing”** shall mean the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement and approving the Fee Award and Expenses and approving Service Awards to the Plaintiffs. The Final Approval Hearing shall be scheduled for at least one hundred and thirty-five (135) days after the Notice Deadline.

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

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;

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

**29. "Frequently Asked Questions" or "FAQs"** shall mean the questions and answers, as agreed by the Parties' Counsel, that may be posed by Settlement Class Members about class action settlements and specifically about this Settlement, and that shall be posted by the Settlement Administrator on the Settlement Website.

**30. "Litigation"** shall mean the action captioned *Hernandez, et al., v. Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., et al.*, No. 7:23-CV-04256-JDA (D.S.C.), as well as the actions consolidated therewith.

**31. "Long Form Notice"** shall mean the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement, the content of which will be substantially in the form attached as **Exhibit B**.

**32. "Notice"** shall mean the direct notice of this proposed Settlement, which is to be provided to Settlement Class Members substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**, and is consistent with the requirements of due process.

**33. "Notice Deadline"** means the last day by which Notice may be issued to the Settlement Class Members, which shall be thirty (30) days after the Order granting Preliminary Approval.

**34. "Notice and Administrative Expenses"** shall mean all of the expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement. Notice and Administrative Expenses shall be paid through and using the Settlement Fund.

**35. “Notice List”** shall mean a list of the approximately 2,986,140 individuals, with full name and, to the extent such information is within Defendants’ possession, email address and/or current or last known mailing address, who were sent notice of the Incident in 2023. Based on its investigation in the course of this litigation, Purpose Financial has a good faith belief that only approximately 2 million persons on the Notice List are actually “Settlement Class Members.” Purpose Financial is unable to identify such persons without an individual review, and therefore, the claims process is necessary in order to ascertain who qualifies for inclusion as a Settlement Class Member eligible for benefits under this class action Settlement Agreement. The Notice List may not be used for any purpose other than effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of the Notice and, as appropriate, distribution of Settlement Payments.

**36. “Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date approximately sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

**37. “Opt-Out Deadline” or “Exclusion Deadline”** is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. Settlement Class Members opt-out requests may also be referred to herein as a Request for Exclusion.

**38. “Out-of-Pocket Losses”** shall mean unreimbursed out-of-pocket costs or expenditures, up to a total of five-thousand dollars (\$5,000), that a Settlement Class Member actually incurred on or after the Data Incident through the date of claim submission and that are supported by reasonable documentation. Out-of-Pocket Losses shall include the following: the purchase of identity protection services; credit monitoring costs; identity theft insurance different than the services and benefits offered by Defendants following the Data Incident; unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; and/or miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Out-of-Pocket Losses must be fairly traceable to the Data Incident and such expenses are only Out-of-Pocket Losses if not already reimbursed by a third party.

**39. “Participating Settlement Class Member”** shall mean a Settlement Class Member who does *not* submit a valid Request for Exclusion prior to the Opt-Out Deadline.

**40. “Parties”** shall mean Plaintiffs and Defendants, collectively.

**41. “Plaintiffs” or “Class Representatives”** shall mean the named class representatives, Heather McCreedy, Scott Gibson, Kathryn Rohrer, Latoya Lindsey, Michael Smelley, Robert Durham, Stacy Lowe, Stephanie Jennings, Tirance Kennedy, Brian James, Brooke Pennington, Charles Lee Carlisle, Connie Montalvo, Don Shilling, David Turben, Dana Jones, Jose Garcia, Joseph Dodson, Howard R. Herships, John R. Wilkinson III, Jamila Hunter,

Eric Speech, Juan Sanchez, Crystal Hernandez, Salvador Flores Hernandez, Kevin Ferguson, and Steven Smith.

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

**43. “Private Information”** means a Settlement Class Member’s name in conjunction with their Social Security number and appearing in Defendants’ files impacted in the Data Incident.

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

**45. “Released Parties”** shall mean Defendants and their past and present agents, divisions, departments, subsidiaries, parents, and affiliates, and each of their respective past and present employees, equity holders, servants, subrogees, officers, directors, shareholders, partners, members, managers, owners, principals, heirs, executors, predecessors, successors, assigns, advisors, consultants, vendors, contractors, attorneys, representatives, insurers (including excess insurers and reinsurers), and/or sureties.

**46. “Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, agents, representatives, and assigns of each, and anyone who claims or may claim by, through, or on behalf of any of, any of the foregoing.

**47. “Remainder Funds”** shall mean any funds that remain in the Settlement Fund after all deductions from the Settlement Fund for approved Notice and Administrative Expenses, cost of the CAFA Notice, Service Awards, Fee Award and Expenses, and for Settlement Payments to Settlement Class Members who make an Approved Claim. The funds remaining in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipient(s) of the *cy pres* distribution.

**48. “Service Award”** shall have the same meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Awards requested in this matter will be three thousand dollars (\$3,000) to each named Plaintiff, subject to Court approval.

**49. “Settlement Administrator”** shall mean, subject to Court approval, Simpluris, Inc., jointly selected and supervised by Class Counsel and Defendants to administer the Settlement.

**50. “Settlement Class”** shall mean all natural persons residing in the United States whose Private Information was accessed or acquired, or potentially accessed or acquired as a result of the Data Incident reported by Purpose Financial in August 2023. Excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, and members of the presiding Judge’s direct

family; (2) the Defendants, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or its parents have a controlling interest, and their respective current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

**51. “Settlement Class Member”** shall mean an individual who falls within the definition of the Settlement Class.

**52. “Settlement Fund”** shall mean the fund formed from the payment made by, or on behalf of, Defendants of seven million, seven hundred and fifty thousand dollars (\$7,750,000). Any interest accrued thereon after payment to the Settlement Administrator will remain the property of the Settlement Fund. The \$7,750,000 payment to the Settlement Fund shall be the full and complete limit and extent of Defendants’ obligations with respect to the Settlement.

**53. “Settlement Payment”** shall mean the payment from the Settlement Fund to be made for Approved Claims and sent via mailed check or electronic payment by the Settlement Administrator to Settlement Class Members.

**54. “Settlement Website”** shall mean the website established and maintained by the Settlement Administrator, which shall contain information about the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement, including but not limited to, a copy of the Complaint, Preliminary Approval Order, Long Form Notice, Short Form Notice, FAQs, Claim Form, the deadlines for filing a claim, objection, or Request for Exclusion, and the date of the Final Approval Hearing. The Claim Form may also be submitted online through the Settlement Website.

**55. “Short Form Notice”** is the postcard notice that will be emailed or mailed to Settlement Class Members, the content of which will be substantially in the form attached as **Exhibit A**.

**56. “Taxes and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

### **III. SETTLEMENT FUND**

**57. Establishment of Settlement Fund.** Within twenty-one (21) days of the entry of the Preliminary Approval Order, Defendants shall cause to be deposited the cost of the CAFA Notice and Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendants, and Class Counsel, to cover the Settlement Administrator’s reasonable set-up costs, Notice, and early administration costs. Defendants shall deposit the balance of the Settlement Fund into the



same account within fifteen (15) days of the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary information or forms, to Defendants within five (5) days of the entry of the Preliminary Approval Order.

**58. Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

**59. Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 84-85.

**60. Use of the Settlement Fund.** As further described in this Settlement Agreement and in **Exhibit B**, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) Settlement Payments to satisfy Approved Claims of Settlement Class Members as defined in the Settlement Agreement; (2) Notice and Administrative Expenses; (3) the cost of CAFA Notice; (4) Fee Award and Expenses as awarded by the Court; (5) Service Awards approved by the Court; and (6) Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator, and neither Defendants nor Defendants' agents shall have any responsibility whatsoever with respect to effectuating such payments.

**61. Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Plaintiff or any Settlement Class Member of any payment or transfer made pursuant to this

Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Plaintiff and Settlement Class Member shall be solely responsible for any federal, state, and local tax consequences to him, her, or it of the receipt of funds, if any, from the Settlement Fund pursuant to this Settlement Agreement.

#### IV. **Claims Process, Administration, and Settlement Benefits**

62. Settlement Class Members can make claims as follows:

- i. **Pro Rata Cash Payment**: Settlement Class Members may submit a claim for approximately \$50 in cash compensation from the Settlement Fund, assuming that three percent (3%) of the Settlement Class submits Approved Claims for *Pro Rata* Cash Payments. This benefit may be stacked with any claim for Out-of-Pocket Losses and/or a California Resident Cash Payment. To be eligible to receive a Pro Rata Cash Payment, Settlement Class Members must submit a completed Claim Form with their name, address, last four digits of their Social Security number, and Unique Notice ID number. If payment will be made electronically, Settlement Class Members must also provide electronic payment information. No other documentation is required. The amount of the Pro Rata Cash Payments may be *pro rata* increased or decreased depending upon the number of Approved Claims for Out-of-Pocket Losses and California Resident Payments, after first accounting for payments for Notice and Administrative Expenses, and Attorneys' Fees and Costs and Expenses and Service Awards as ordered by the Court.
- ii. **Compensation for Out-of-Pocket Losses**: Settlement Class Members may submit a claim for Out-of-Pocket Losses, up to a total of \$5,000 per Settlement Class Member. To be eligible to receive compensation for Out-of-Pocket Losses, Settlement Class Members must submit a completed Claim Form with their name, address, last four digits of their Social Security number, Unique Notice ID number, and an attestation under penalty of perjury that their Private Information was impacted in this Data Incident. If payment will be made electronically, Settlement Class Members must also provide electronic payment information. Settlement Class Members with Out-of-Pocket Losses must also submit documentation supporting claimed Out-of-Pocket Losses incurred on or after the Data Incident through the date of claim submission and that are fairly traceable to the Data Incident. This can include receipts or other documentation of the costs incurred, but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Claims for Out-of-Pocket Losses are subject to verification and approval by the Settlement Administrator, and as appropriate, the Settlement Administrator may request additional information or supporting documents from claimants. This benefit may be stacked with any claim for a *Pro Rata* Cash Payment and/or California Resident Cash Payment. Payments for Out-of-Pocket Losses may be decreased *pro rata*

depending upon the number of Approved Claims for Out-of-Pocket Losses, after first accounting for payments for Notice and Administrative Expenses, and Attorneys' Fees and Costs and Expenses and Service Awards as ordered by the Court.

- iii. **California Resident Cash Payment:** California Subclass Members may submit a claim for an additional benefit of approximately \$50 per California Subclass Member as compensation for any statutory damages available for their statutory claim(s) under California law ("California Claims"). To be eligible to receive the California Resident Cash Payment, California Subclass Members must submit their name, address, last four digits of their Social Security number, Unique Notice ID number, and an attestation under penalty of perjury that they were residents of California at the time of the Data Incident. If payment will be made electronically, California Subclass Members must also provide electronic payment information. Unless specifically requested by the Settlement Administrator, California Subclass Members need not submit any proof-of-residency documentation. California claims are not subject to the \$5,000 cap for compensation for Out-of-Pocket Losses. This benefit may be stacked with any claim for Out-of-Pocket Losses and/or a *Pro Rata* Cash Payment. The amount of this benefit may decrease on a *pro rata* basis depending upon the number of Approved Claims, after first accounting for payments for Out-of-Pocket Losses, Notice and Administrative Expenses, and Attorneys' Fees and Costs and Expenses and Service Awards as ordered by the Court.

**63. Claim Validation.** The Settlement Administrator will be responsible for collecting and processing all Claim Forms whether submitted by mail or through the Settlement Website. Approved Claims must match, at a minimum, the last four digits of the SSN in Defendants' impacted files. The Settlement Administrator may consult with Parties' Counsel in making determinations as to the validity of any claim, but the Settlement Administrator otherwise has the sole discretion to determine, in good faith and under the terms of this Settlement Agreement whether any claim is an Approved Claim, including whether documentation is sufficient to support any claim.

**64. Deficiency Process and Cure.** Settlement Class Members may have the opportunity to cure invalid claims submitted online/postmarked on or before the Claims Deadline. The Settlement Administrator will send a deficiency notice to Settlement Class Members submitting such claims. Settlement Class Members shall have twenty-one (21) days following receipt of the deficiency notice to cure any deficiencies in such claims and resubmit the Claim Form and other requested information, as appropriate, to the Settlement Administrator. Claims that the Settlement Administrator reasonably believes, in its own discretion, to be fraudulent are not subject to an opportunity to cure. The cost of the deficiency process is included the Notice and Administrative Expenses.

**65. Approved Claims List.** After the Settlement Administrator reviews all Claim Forms submitted under this Settlement and no later than thirty (30) days after the Claims Deadline the Settlement Administrator shall send a summary to the Parties' Counsel identifying the number

of Approved Claims and invalid claims. To the extent any open invalid claims are timely cured after the Claims Deadline, the Settlement Administrator shall promptly provide a supplemental list of Approved Claims and invalid claims to the Parties' Counsel.

**66. Settlement Payments.** No later than sixty (60) days following the Effective Date or the completion of the Deficiency Process, whichever is later, the Settlement Administrator will cause Settlement Payments to be sent from the Settlement Fund to Settlement Class Members with Approved Claims. Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members shall select how they wish to receive payment in the Claim Form. Settlement Class Members receiving payment by check shall have one-hundred twenty (120) days from the issuance of the check to cash the check.

**67. Settlement Administration Fees.** The Settlement Fund amount provided by Defendants, or on behalf of Defendants, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties agree to review competitive bids for the settlement administration fees and to rely upon email Notice where feasible, all in order to contain the Notice and Administrative Expenses while still providing effective Notice to the Settlement Class. Notice and Administrative Expenses shall be paid through the Settlement Fund and will not be paid beyond the amount of the Settlement Fund.

**68.** Defendants will reasonably cooperate on establishing the appropriateness of the Settlement terms as contemplated under Fed. R. Civ. P. 23, including, but not limited to, a Notice List that identifies each Class Member's name and, if reasonably available within Defendants' records, email and/or mailing address.

**69.** The Settlement Fund represents the total extent of Defendants' monetary obligations under the Settlement Agreement and is made by Defendants (or on behalf of Defendants) in exchange for, and contingent on, a full, fair, and complete release of all Released Parties from Released Claims and dismissal of the Litigation with prejudice. Defendants' contributions to the Settlement Fund shall be fixed under this Settlement Agreement and shall be final. Defendants shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

**70.** The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (2) the management, investment or distribution of the Settlement Fund; (3) the formulation, design or terms of the disbursement of the Settlement Fund; (4) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (5) any losses suffered by or fluctuations in the value of the Settlement Fund; or (6) the payment or withholding of any Taxes and Tax-Related Expenses.

**71.** Within ten (10) days following the filing of the motion for preliminary approval the Settlement, the Settlement Administrator, on behalf of the Defendants, shall cause a CAFA Notice to

be served upon the appropriate State and Federal officials. All expenses incurred in connection with the preparation and service of the CAFA Notice shall be payable from the Settlement Fund.

## **V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

**72. Provision of the Notice List.** Within ten (10) days after the date of the Preliminary Approval Order, Defendants shall provide the Notice List to the Settlement Administrator. The Settlement Administrator shall not provide the Notice List to Class Counsel. To the extent Class Counsel learns the identity of and/or last-known home address or emails of any person on the Notice List, in connection with this Settlement administration process, including but not limited to by Class Counsel being contacted by any such persons receiving Class Counsel's contact information on the Notice and/or Claim Form, Class Counsel shall not use that information for any purpose other than assisting such persons with the settlement administration process in this Litigation.

**73. Notice.** Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the persons on the Notice List. Notice shall be disseminated via e-mail where personal e-mail addresses are known, and if e-mail is unavailable, via U.S. mail. Parties' Counsel may, upon agreement, direct the Settlement Administrator to send reminder notices at any time prior to the Claims Deadline. The process to issue direct Notice as described in this Paragraph, and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

**74. Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraphs 76 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

**75. Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the name of the proceeding, the Settlement Class Member's full name, current address and telephone number, last four digits of Social Security number, personal signature, and the words "Request for Exclusion" or a comparable statement that the Settlement Class Member does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. Requests for Exclusion must be submitted individually and cannot be made on behalf of a group of Settlement Class Members.

**76. Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Court no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing, postmarked by the Objection Deadline, filed with the Court and mailed to the Settlement Administrator and must include (1) the name of the proceedings; (2) the Settlement Class Member's full name, current mailing address, and telephone number; (3) last four digits of Social

Security number to confirm a member of the Settlement Class (last 4 of SSN may be redacted from public filings); (4) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (5) the identity of any attorneys representing the objector; (6) a statement regarding whether the Settlement Class Member (or his/her/their attorney) intends to appear at the Final Approval Hearing; (7) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (8) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Objections must be submitted individually and cannot be made on behalf of a group of Settlement Class Members.

**77. Settlement Website Activation.** The Settlement Administrator shall publish the Settlement Website no later than the date that Notice is first sent. The Settlement Website shall contain copies of the relevant documents specified herein, identify relevant deadlines, and incorporate some functionality to allow Settlement Class Members to submit claims via the Website, or print a copy of the Claim Form that can be sent by U.S. Mail to the Settlement Administrator.

**78. Settlement Website Deactivation.** The Settlement Website will remain active until ten (10) days after checks expire, at which time the Settlement Administrator shall deactivate the Settlement Website.

## **VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

**79. Certification of the Settlement Class.** For purposes of this Settlement only, Defendants agree not to object to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

**80. Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

**81. Final Approval.** Class Counsel shall file a motion with the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing and at least seventy-five (75) days after the Notice Deadline.

**82. Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by Parties' Counsel. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **VII. MODIFICATION AND TERMINATION**

**83. Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Preliminary Approval Order the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

**84. Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

**85. Termination.** After the Settlement Administrator reviews all Requests for Exclusion submitted under this Settlement and no later than ten (10) days after the Opt-Out Deadline the Settlement Administrator shall send a summary to the Parties' Counsel identifying the number of Requests for Exclusion. Within seven (7) days thereafter, Defendants may unilaterally terminate this Settlement Agreement with written notice to Class Counsel if more than ten percent (10%) of the Settlement Class submit valid Requests for Exclusion.

**86. Effect of Termination.** In the event of a termination as provided in Paragraphs 84 or 85, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all purposes other than the Court approval of this Settlement Agreement. This Settlement Agreement (and related documents) and any orders preliminarily or finally approving the certification of any class contemplated by the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (1) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (2) in the event of such a termination, all of the Parties' respective pre-Settlement Agreement claims and defenses will be preserved.

## VIII. RELEASES

**87. Released Parties and Released Claims.** Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge the Released Parties from any claims, demands, actions, causes of action, or any other right to seek damages, liability, costs, or relief of any kind, whether statutory or at common law, that each Settlement Class Member has, had, or may ever have, now or in the future, known or unknown, arising out of or in any way related to the Data Incident, whether or not those claims, demands, actions, causes of action, or rights have been pleaded or otherwise asserted in the Litigation or elsewhere, including any and all damages, losses, or consequences thereof (the “**Released Claims**”).

**88.** Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

**89.** With respect to the Released Claims, Plaintiffs and Settlement Class Members 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 and Settlement Class Members 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 the Parties 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, upon entry of the Final Approval Order, the Releasors 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.**

Plaintiffs and the Settlement Class Members, and the Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown claims they may have. The Parties acknowledge that the foregoing waiver is a material term of this Settlement Agreement.

**90. Mutual Understanding.** The Parties understand that if the facts upon which this Settlement Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Settlement Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Settlement Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief,



and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

**91. Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendants shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement). For the sake of clarity, nothing in this Paragraph releases claims that Defendants may have arising from or related to unpaid or overdue accounts.

**92. Bar to Future Suits.** Upon entry of the Final Approval Order, the Plaintiffs and Participating Settlement Class Members, and Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendants or the Released Parties or based on any actions taken by Defendants or any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this section.

## **IX. SERVICE AWARD PAYMENTS**

**93. Service Award Payments.** Within forty-five (45) days after the Notice Deadline, Class Counsel will file a Fee and Expense Application that will include a request for Service Awards for the named Plaintiffs in recognition for their contributions to this Litigation not to exceed three thousand (\$3,000) each. The Settlement Administrator shall pay the Service Awards approved by the Court to the named Plaintiffs from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

**94. No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

## **X. ATTORNEYS' FEES, COSTS, EXPENSES**

**95. Attorneys' Fees and Costs and Expenses.** Within forty-five (45) days after the Notice Deadline, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the Settlement Fund for

fees, or two million, five hundred eighty-three thousand, three hundred thirty-three and thirty-three cents (\$2,583,333.33), and Litigation costs and expenses (exclusive of Notice and Administrative Expenses) not to exceed seventy-five thousand (\$75,000). Prior to the disbursement or payment of any approved Fee Award and Expenses under this Settlement Agreement to the IOLTA trust account of Markovits, Stock & DeMarco, LLC (“MSD”), MSD shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date. Class Counsel shall have the sole authority to determine any allocation of attorneys’ fees awarded between and among Plaintiffs’ Counsel.

**96. No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, Fee Awards and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Awards and Expenses shall constitute grounds for termination of this Agreement.

## **XI. NO ADMISSION OF LIABILITY**

**97. No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement 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.

**98. No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of it: (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 Plaintiffs or on behalf of the putative litigation class; or (2) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

## **XII. MISCELLANEOUS**

**99. Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Plaintiffs’ or Participating Settlement Class Members’ shares or the events and negotiations surrounding this Settlement Agreement in any way except by joint filings or unopposed motions filed with the Court, if required, or as otherwise provided for by this Settlement Agreement. Subject to prior approval from Defendants, which shall not be unreasonably withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the Notice and Settlement. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

**100. Integration of Exhibits.** The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

**101. Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of the Parties' Counsel prior to dissemination of the Notice to the Settlement Class Members.

**102. Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Settlement Agreement shall refer to calendar days unless otherwise specified.

**103. Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

**105. Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

**106. Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of South Carolina, without regard to the principles thereof regarding choice of law.

**107. Counterparts.** This Settlement 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

**108. Notices.** All notices to Class Counsel provided for herein shall be sent by overnight mail and email to:

Terence R. Coates  
MARKOVITS, STOCK & DEMARCO, LLC  
119 East Court Street, Suite 530

Cincinnati, OH 45202  
[tcoates@msdlegal.com](mailto:tcoates@msdlegal.com)

Patrick A. Barthle II  
**MORGAN & MORGAN**  
**COMPLEX LITIGATION GROUP**  
201 N. Franklin Street, 7th Floor  
Tampa, Florida 33602  
Telephone: (813) 229-4023  
Facsimile: (813) 222-4708  
[pbarthle@ForThePeople.com](mailto:pbarthle@ForThePeople.com)

Gary M. Klinger  
**MILBERG COLEMAN BRYSON**  
**PHILLIPS GROSSMAN PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Telephone: (866) 252-0878  
[gklinger@milberg.com](mailto:gklinger@milberg.com)

All notices to Defendants provided for herein shall be sent by overnight mail and email to:

Mark S. Melodia  
**HOLLAND & KNIGHT**  
787 Seventh Avenue, 31<sup>st</sup> Floor  
New York, NY 10019  
Telephone: 1.212.513.3200  
[mark.melodia@hklaw.com](mailto:mark.melodia@hklaw.com)

Ashley L. Shively  
**HOLLAND & KNIGHT**  
560 Mission Street  
Suite 1900  
San Francisco, CA 94105  
Telephone: 1.415.743.6906  
[ashley.shively@hklaw.com](mailto:ashley.shively@hklaw.com)

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

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

/s/ Terence R. Coates

Terence R. Coates

**MARKOVITS, STOCK, & DEMARCO,  
LLC**

119 E. Court St., Ste. 530  
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/s/ Gary M. Klinger

Gary M. Klinger

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/s/

Patrick A. Barthle II

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pbarthle@ForThePeople.com

***Interim Co-Lead Class Counsel and  
Proposed Class Counsel***

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

/s/

[[Name]]

**Purpose Financial**

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

/s/ George G. Robertson

George G. Robertson (Fed Id. at 12803)

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Email: rayja.fowler@nelsonmullins.com

*Attorneys for Defendants*

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

/s/ Terence R. Coates

Terence R. Coates

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/s/ Gary M. Klinger

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/s/ Patrick A. Barthle II

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pbarthle@ForThePeople.com

***Interim Co-Lead Class Counsel and  
Proposed Class Counsel***

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

/s/

[[Name]]

**Purpose Financial**

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

/s/ George G. Robertson

George G. Robertson (Fed Id. at 12803)

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Email: rayja.fowler@nelsonmullins.com

*Attorneys for Defendants*

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

/s/ \_\_\_\_\_

Terence R. Coates

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/s/ \_\_\_\_\_

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***Interim Co-Lead Class Counsel and  
Proposed Class Counsel***

Dated: September 26, 2025

/s/ \_\_\_\_\_

Jessica S. Rustin

**Purpose Financial, LLC**

Dated: Sept. 29, 2025

/s/ George G. Robertson

George G. Robertson (Fed Id. at 12803)  
**HOLLAND & KNIGHT LLP**  
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Email: rayja.fowler@nelsonmullins.com

## SETTLEMENT TIMELINE

<b><u>Grant of Preliminary Approval</u></b>	
Class Counsel file motion for Preliminary Approval Order	Within 30 days of execution of Settlement Agreement
Settlement Administrator provides CAFA Notice to State and Federal Officials	Within 10 days following filing of motion for preliminary approval
<b><u>Preliminary Approval Order</u></b>	
Settlement Administrator provides W-9 to Defendants	Within 5 days after Preliminary Approval Order
Defendants provide Notice List to the Settlement Administrator	Within 10 days after Preliminary Approval
Defendants deposit Notice and Administrative Expenses	Within 21 days of Preliminary Approval Order
Settlement Website Activation	No later than the date Notice is sent to Settlement Class Members
Notice Deadline	30 days after Preliminary Approval Order
Class Counsel file Fee and Expense Application with request for Service Awards	Within 45 days after Notice Deadline
Objection & Opt-Out Deadline	60 days after Notice Deadline
Settlement Administrator provides Requests for Exclusion and objections to Parties' Counsel	10 days after Opt-Out Deadline (i.e., 70 days after Notice Deadline)
Claims Deadline	90 days after Notice Deadline
Settlement Administrator provides list of Approved and invalid claims. Supplemental list of any invalid claims timely cured after the Claims Deadline provided "promptly" thereafter.	30 days after the Claims Deadline (i.e., 120 days after Notice Deadline)
Settlement Class Members deadline to cure deficient claims	Within 21 days of sending deficiency notice
<b><u>Grant of Final Approval</u></b>	
Plaintiffs file motion for Final Approval Order	At least 75 Days after Notice Deadline
Final Approval Hearing	At least 135 days after Notice Deadline
<b><u>Final Approval Order</u></b>	
Effective Date	35 days after Final Approval Order
Defendants deposit Settlement Fund balance	Within 15 days of Effective Date
Settlement Administrator distributes approved Attorneys' Fees and Expenses and Class Representatives' Service Awards	No later than 30 days after Effective Date



Settlement Administrator distributes Settlement Payments for Approved Claims	No later than 60 days after Effective Date, or conclusion of time to cure defective notices, whatever comes later
Date Settlement checks expire	120 Days from issuance
Settlement Website deactivation	10 days after checks expire
<b><u>Termination</u></b>	
Defendants provide notice of termination	Within 17 days of the Opt-Out Deadline; within 7 days written notice if Settlement not approved