

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Reginald Stovall and Ryan Lozner individually and on behalf of Settlement Class Members (as defined in Paragraph 37) (together “Plaintiffs”), and HEXPOL Compounding Americas LLC and HEXPOL Holding Inc., (“Defendants” or “HEXPOL”) (collectively the “Parties”), in the action *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212, in the Court of Common Pleas of Summit County, Ohio (the “Action”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 27), upon and subject to the terms and conditions below.

### RECITALS

WHEREAS, on December 22, 2024, a cyber-attack occurred on Defendants’ systems that resulted in a data breach of certain data on their network, of which Defendants notified affected individuals on or about July 3, 2025, and which is the subject of the allegations and claims in the Action (the “Data Breach”);

WHEREAS, on July 15, 2025, Plaintiffs Stovall and Lozner filed a Complaint against Defendants in the Court of Common Pleas of Summit County, Ohio, alleging that the Data Breach exposed the personally identifiable information of HEXPOL’s current and former employees, including names and Social Security numbers (“Personal Information”);

WHEREAS, after extensive and arm’s-length negotiations, the Parties successfully reached an agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendants deny the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs in any way;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

## **I. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212, pending in the Summit County Court of Common Pleas of Ohio before the Honorable Judge McCarty.

2. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

3. “Defendants’ Counsel” means Sarah M. Sears of McDonald Hopkins LLC.

4. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Documented Losses, Lost Time Reimbursement, or the Alternative Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Settlement Class Members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the Claim Form and any documents submitted with the Claim Form are true and correct to the best of his or her knowledge or recollection.

5. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website 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.

6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.

8. “Court” means the Summit County Court of Common Pleas of Ohio.

9. “Credit Monitoring Services” means three years of CyEx Financial Shield Pro credit monitoring through three bureaus and \$1,000,000.00 in identity theft insurance as provided for in Paragraph 41(a).

10. “Data Breach” means the cybersecurity incident affecting Defendants which occurred on or near December 22, 2024, about which Defendants notified affected individuals on or about July 3, 2025, and which is the subject of the allegations and claims in the Action.

11. “Documented Losses” means monetary losses up to \$5,000.00 that meet the following conditions: (A) (i) the loss is an actual, documented, and unreimbursed monetary loss

stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; 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; and/or (B) 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; credit monitoring costs that were incurred on or after mailing of the notice of the Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

12. "Effective Date" means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

13. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action, but which in no event shall exceed the total sum of \$125,000.00.

14. "Final Approval Order" means an order substantially in the form attached hereto as **Exhibit E** that the Court enters, which directs that Judgment be entered accordingly, finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Ohio Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

15. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter the Final Approval Order and Judgment approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives.

16. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

17. “Lost Time” means time Settlement Class Members may be reimbursed for if they provide third-party documentation of time spent related to tax issues, up to a maximum of ten (10) hours at \$25.00 per hour, as set forth in Paragraph 41(c).

18. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Postcard Notice”) and **Exhibit B** (“Long Form Notice”). Subject to Court approval, notice shall be provided to the Settlement Class as follows: (a) by postcard notice to each Settlement Class member for whom Defendants or the Settlement Administrator can ascertain a mailing address with reasonable effort; and (b) and by posting the Long Form Notice on a website to be established by the Settlement Administrator.

19. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. “Notice and Administrative Expenses” means the fees and expenses incurred and charged by the Settlement Administrator for the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or the application for a Fee Award and Costs pursuant to Paragraph 54, which will be sixty (60) days after the Notice Deadline.

22. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion pursuant to Paragraph 53, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

23. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 53.

25. “Personal Information” or “PII” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names and Social Security numbers. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or

similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Ohio Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

27. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Breach or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

28. “Released Parties” means Defendants and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, shareholders, and members, and their present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants’ and these entities’ respective predecessors, successors, assigns, officers, directors, employees, owners, members, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

29. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

30. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 53.

31. “Service Award Payment” means compensation awarded by the Court and paid to each Settlement Class Representative in recognition of their role in this Action, which shall not exceed \$2,500.00 per Class Representative, as set forth in Paragraph 66.

32. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administrator” means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendants and Defendants’ Counsel, to administer the settlement.

34. “Settlement Class” means “All individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Breach.” Excluded from the Settlement Class are (i) Defendants (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. Defendants represent that the Class contains approximately 1,921 individuals.

35. “Settlement Class Counsel” means Brittany Resch of Strauss Borrelli PLLC.

36. “Settlement Class List” means the list of the full names, current addresses, email addresses, and last known phone numbers for Settlement Class Members, where known and/or as reflected in Defendants’ records, which Defendants shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Class Representatives” means Reginald Stovall and Ryan Lozner.

39. “Settlement Payment” mean the payment to be made via mailed check or via electronic means (if agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 45.

40. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 51.

## **II. SETTLEMENT BENEFITS AND REIMBURSEMENT**

41. Subject to the terms of this Settlement Agreement, Defendants shall make all of the following benefits available to Settlement Class Members who do not timely and validly opt-out of participation in this Settlement. Defendants will pay all Approved Claims for Credit Monitoring, Documented Losses, and Lost Time Reimbursement, or Alternative Cash Payments, as described below. Settlement Class Members who submit a valid and timely Claim Form may receive benefits from each and all applicable claim categories (a), (b), and (c), below or, in the alternative, they may receive an alternative cash payment detailed in category (d).

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in three years of three-bureau credit monitoring through CyEx

Financial Shield Pro, which includes \$1,000,000.00 in identity theft insurance as set forth in Paragraph 9;

- b. **Documented Losses** of up to a total of \$5,000.00 per person with supporting third-party documentation provided that (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; 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. This includes 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; credit monitoring costs that were incurred on or after mailing of the notice of the Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charge;
- c. **Compensation for Lost Time** of up to ten (10) hours at a rate of \$25.00 per hour (for a maximum total of \$250.00) per Participating Settlement Class Member for time actually spent responding to tax-related issues. Participating Class Members must submit (i) third-party documentation showing they spent time on tax-related issues, and (ii) a valid Claim Form identifying the activities engaged in and the time spent on each such activity and including an attestation, under penalty of perjury, of the accuracy of the information provided therein;
- d. **An Alternative Cash Payment** of \$70.00 in lieu of claims for Documented Losses, Lost Time, and Credit Monitoring. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Credit Monitoring, Documented Losses, or Lost Time. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

42. **Business Practice Commitments.** Defendants will provide a confidential affidavit to Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. The cost of such enhancements have been or will be paid by Defendants separate and apart from all other settlement benefits.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

43. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will

maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

44. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Documented Losses, Lost Time, or Alternative 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.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form.
- d. The Settlement Administrator will determine to what extent documentation for Documented Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Breach, considering (i) the timing of the alleged loss and whether it occurred on or after December 22, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Breach; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Breach; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- e. 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.
- f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- g. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Documented Losses, Lost Time, or Alternative Cash Payment by a Settlement Class Member 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.

- h. If a Participating 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, including any supporting documents. 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 the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

45. **Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Documented Losses, Lost Time, and Alternative Cash Payments, and also provide funding instructions to Defendants. Within forty-five (45) days of receiving this accounting, Defendants or their representatives shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Documented Losses, Lost Time, and Alternative Cash Payments in accordance with the terms of this Agreement. The Settlement Administrator shall then disburse payments to the Settlement Class Members in accordance with their respective Approved Claims.
- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses, Lost Time, and Alternative Cash Payments, shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45(a).
- 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, 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.

46. **Timing.** Settlement Payments made by check shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

47. **Returned Checks.** For any Settlement Payments made by check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30)

days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or make a telephone call to the Participating Settlement Class Member, if such contact information is known, to obtain updated address information. Any replacement checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

48. **Voided Checks.** In the event a Settlement Payment made by check becomes void, the Participating Settlement Class Member to whom that 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 Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Payment made by check, the Settlement Administrator shall take all steps necessary to stop payment on any such checks that remain uncashed.

#### **IV. SETTLEMENT CLASS NOTICE**

49. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

50. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Postcard Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator will also establish a website where Settlement Class Members can access and review the Long Form Notice in a form substantially similar to that attached hereto as **Exhibit B** and submit claim forms electronically. The Settlement Administrator shall have discretion to format the Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval. The Claims Period for the settlement shall be ninety (90) days from the date Notice is mailed via electronic or U.S. mail to Settlement Class Members. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendants' Counsel. The cost of any reminder notice, if any and agreed upon, shall be paid by Defendants.

51. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendants. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administration.** Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraph 41.

## V. OPT-OUTS AND OBJECTIONS

53. **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 sixty (60) days after the Notice Deadline. The Notice also 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.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport to (a) opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth herein, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

54. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked no later than the Objection Deadline.

- a. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.
- b. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph 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 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph.
- c. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

55. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding claims, objections, Opt Outs, and other data agreed to between Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator.

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

56. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendants, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. The Parties further stipulate to designate the Settlement Class Representatives as representatives for the Settlement Class. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes.

57. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure it is approved by Defendants. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

58. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement at least fourteen days in advance of the Final Approval Hearing, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that it is approved by Defendants.

59. **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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendants.

## **VIII. MODIFICATION AND TERMINATION**

60. **Modification.** The terms and provisions of this 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 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 or Defendants under this Agreement.

61. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

62. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement 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 claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

## **IX. RELEASES**

63. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

64. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and 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, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, 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, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. 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.

65. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

#### **X. SERVICE AWARD PAYMENTS**

66. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment in an amount not to exceed \$2,500.00 for each Settlement Class Representative (for a total of \$5,000.00) in recognition for their contributions to this Action. Settlement Class Counsel agrees not to request a service award not to exceed \$2,500.00 for each Class Representative. Defendants shall pay the Court-approved Service Award to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendants' obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the settlement were negotiated.

67. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award is intended to be considered by the Court separately from the Court's consideration

of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

## **XI. ATTORNEYS' FEES, LITIGATION COSTS, AND EXPENSES**

68. **Fee Award and Costs.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, to be paid by Defendants, in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Defendants take no position on Settlement Class Counsel's request for an award of attorneys' fees and Litigation Costs and Expenses not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Defendants shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Fee Award and Costs. Nor shall Defendants be responsible for any tax obligations or payments associated with the Fee Award and Costs. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

69. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

70. **No Admission of Liability.** The Parties understand and acknowledge that this 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 Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

71. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 any Settlement Class Member, including any Settlement Class Member who opts out of the

Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

### **XIII. MISCELLANEOUS**

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

73. **Entire Agreement.** This 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, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

74. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

75. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties with respect to any Released Claims or otherwise related to any of the allegations or claims alleged in the Action.

76. **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 agreement shall refer to calendar days unless otherwise specified.

77. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

78. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

80. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

81. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

82. **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.

83. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Ohio, without regard to choice of law principles.

84. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

85. **Notices.** All notices to Settlement Class Counsel and counsel for Defendants provided for herein, shall be sent by U.S. Mail and email to:

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
Telephone: 872-263-1100  
bresch@straussborrelli.com

All notices to Defendants provided for herein, shall be sent by email to:

Sarah M. Sears  
**MCDONALD HOPKINS LLC**  
600 Superior Avenue East, Suite 2100  
Cleveland, OH 44114  
Telephone: (216) 348-5400  
ssears@mcdonaldhopkins.com

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

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




**SIGNATURES**

**Reginald Stovall**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Ryan Lozner**

By:  \_\_\_\_\_

Date: 02 / 03 / 2026

**HEXPOL Compounding Americas, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_


**HEXPOL Holding, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By:  \_\_\_\_\_  
Brittany Resch

Date: 02 / 05 / 2026

*Counsel for Defendant*

By: \_\_\_\_\_  
Sarah Sears

Date: \_\_\_\_\_

**SIGNATURES**

**Reginald Stovall**

By: \_\_\_\_\_

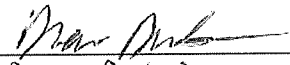
Date: \_\_\_\_\_

**Ryan Lozner**

By: \_\_\_\_\_

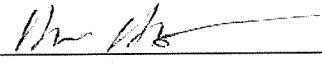
Date: \_\_\_\_\_

**HEXPOL Compounding Americas, LLC**

By:   
Drew Dubois

Date: 2/5/2026

**HEXPOL Holding, Inc.**

By:   
Drew Dubois

Date: 2/5/2026

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Brittany Resch

Date: \_\_\_\_\_

*Counsel for Defendant*

By: \_\_\_\_\_  
Sarah Sears

Date: \_\_\_\_\_

**SIGNATURES**

**Reginald Stovall**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Ryan Lozner**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HEXPOL Compounding Americas, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HEXPOL Holding, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Brittany Resch

*Counsel for Defendant*

By: *Sarah M Sears*

Date: *2/2/2026*

Sarah Sears

**— EXHIBIT A —**

HEXPOL Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

*Stovall and Lozner v.*  
**HEXPOL Compounding Americas LLC**  
**and HEXPOL Holding Inc.**  
Case No. CV-2025-07-3212

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE DECEMBER 2024  
HEXPOL COMPounding AMERICAS LLC  
AND HEXPOL HOLDING INC. DATA BREACH,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS AND ENTITLE  
YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.*

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



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

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX-«LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Doc ID: d71fdb5c569c62987f8d2177ddebcb85010f99fcd

**Why am I receiving this notice?**

A Settlement has been reached with HEXPOL Compounding Americas LLC and HEXPOL Holding Inc. ("HEXPOL") in a class action lawsuit ("Settlement"). The case is about the December 2024 cyberattack on HEXPOL's computers (the "Data Breach"). Files containing private information were accessed. HEXPOL 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 individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Breach." In this sentence, PII means Personally Identifiable Information.

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

**What are the Settlement benefits?**

You can claim three years of **Credit Monitoring** and may also claim reimbursement for documented losses and compensation for lost time.

If you have documented losses, you can get back up to **\$5,000** for out-of-pocket expenses. If you spent time fixing tax-related

problems caused by this incident, you can get back \$25/hour for up to ten hours (up to **\$250**) with documentation.

Instead of any other benefits, you can get a one-time **\$70** payment. Full details and instructions are available online.

**How do I receive a benefit?**

If you are claiming documented losses or compensation for lost time, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

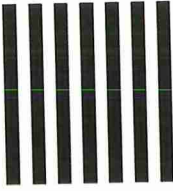
If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue HEXPOL for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file 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 attorney's fees and costs of up to \$125,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE

**HEXPOL Data Breach Settlement**  
c/o Settlement Administrator  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799-9958



Doc ID: d71fdb5c569c62987f8d2177ddebcc85010f99fcd

**HEXPOL Data Breach Settlement**

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **Claims Deadline**.  
Only one Claim Form per Class Member.

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

Login ID: «LoginID»  
PIN: «PIN»

**INSTRUCTIONS:** Use this card to submit your claim for three years of **Credit Monitoring** or the **\$70.00 Alternative Cash Payment**.

To claim cash payments for documented losses and/or lost time, scan the QR code or visit the settlement website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in three years of **Credit Monitoring** from CyEx Financial Shield Pro.

Check this box to claim a one-time **\$70.00 Alternative Cash Payment**.

How would you like to be paid:

Check **one**:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

For digital payment options, please **PRINT** your email address  
**LEGIBLY** on the line below and doublecheck that it is correct: \_\_\_\_\_



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

Doc ID: d71fdb5c569c1a1a32987f8d2177ddeb147f99fcd

**— EXHIBIT B —**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Stovall and Lozner v.*  
*HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*  
Case No. CV-2025-07-3212  
Court of Common Pleas of Summit County, Ohio

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2024 DATA BREACH INVOLVING HEXPOL COMPOUNDING AMERICAS LLC AND HEXPOL HOLDING, INC., 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 HEXPOL Compounding Americas LLC and HEXPOL Holding Inc. (“HEXPOL” or “Defendants”) in a class action lawsuit. This case is about the targeted cyberattack on HEXPOL’s computer systems that occurred in December 2024 (the “Data Breach”). Certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.
- The lawsuit is called *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212. It is pending in the Court of Common Pleas of Summit County, Ohio (the “Litigation”).
- HEXPOL 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 and risks, disruptions, and uncertainties of continuing the Litigation.
- HEXPOL’s records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from HEXPOL.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can 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 can hire your own lawyer at your own expense.	_____, 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.	_____, 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 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 .....	6
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING .....	8
IF I DO NOTHING .....	9
GETTING MORE INFORMATION .....	9

## Basic Information

### 1. Why was this Notice issued?

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

The lawsuit is called *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212. It is pending in the Court of Common Pleas of Summit County, Ohio. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the companies they sued, HEXPOL Compounding Americas LLC and HEXPOL Holding Inc., are called the “Defendants.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted cyberattack on HEXPOL's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.

### 3. What is a class action?

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

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney 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 individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Breach.” In this sentence, PII means Personally Identifiable Information.

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

Yes. Excluded from the Settlement Class are (i) Defendants (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: HEXPOL Data Breach 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?

HEXPOL has agreed to pay for a number of different benefits. Class Members may claim benefits from any or all applicable categories—**Credit Monitoring**, **Documented Losses**, and **Lost Time**—or, instead of *any other benefit option*, may claim an **Alternative Cash Payment**. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in three years of CyEx Financial Shield Pro. This comprehensive service comes with \$1 million of identity theft insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk 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 Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$5,000.00**. The losses must have occurred between December 22, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit that were incurred on or after July 3, 2025
- cost to replace your IDs
- postage to contact banks by mail
- accountant fees and other out-of-pocket expenses related to tax-issues

You need to send proof, like bank statements or 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 more likely than not caused by the Data Breach.

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

**Compensation for Lost Time.** Class Members who spent time responding to tax-related issues due to the Data Breach may claim up to ten hours, at \$25.00 per hour, for a maximum of **\$250.00**. You must submit (i) third-party documentation showing that you spent time on tax-related issues, and (ii) a valid Claim Form identifying the activities engaged in and the time spent on each such activity and including an attestation, under penalty of perjury, of the accuracy of the information provided therein

**Alternative Cash Payment.** Instead of *any other benefit option*, you may claim a one-time cash payment of **\$70.00**. If you choose this option, you may not claim Credit Monitoring, Documented Losses, or Lost Time. You do not have to provide any proof or explanation to claim this payment.

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: HEXPOL Data Breach 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 HEXPOL regarding the Data Breach. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

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

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

HEXPOL Data Breach 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 attorney Brittany Resch of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

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

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

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

Class Counsel will ask the court to approve \$125,000.00 as reasonable attorney's fees and costs of litigation. This amount will be paid by HEXPOL.

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 by HEXPOL.

## 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 HEXPOL 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: *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212, pending in the Court of Common Pleas of Summit County, Ohio;
- (2) your full name and current mailing address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

HEXPOL Data Breach Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted or 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 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: *Stovall and Lozner v. HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*, Case No. CV-2025-07-3212, pending in the Court of Common Pleas of Summit County, Ohio;
- (2) your full name and current mailing address;

- (3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) the identity of any attorneys representing the objector;
- (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (6) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years;
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	HEXPOL Data Breach Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958

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

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

## The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Court of Common Pleas of Summit County, Ohio, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award 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 and location of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

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

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

## If I Do Nothing

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

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

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

## Getting More Information

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

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](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: HEXPOL Data Breach 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 C** —

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

*Stovall and Lozner v.  
HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.*  
Case No. CV-2025-07-3212  
Court of Common Pleas of Summit County, Ohio

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

## DATA BREACH SETTLEMENT CLAIM FORM

### GENERAL INSTRUCTIONS

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Breach.” In this sentence, PII means Personally Identifiable Information.

**Excluded from the Settlement Class** are: (i) Defendants (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

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

### AVAILABLE BENEFITS

HEXPOL has agreed to pay for a number of different benefits. Class Members may claim benefits from any or all applicable categories—**Credit Monitoring**, **Documented Losses**, and **Lost Time**—or, instead of *any other benefit option*, may claim an **Alternative Cash Payment**. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in three years of CyEx Financial Shield Pro. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk 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 Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$5,000.00**. The losses must have occurred between December 22, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit that were incurred **on or after mailing of the notification of the Data Breach**
- cost to replace your IDs

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]**

**Stovall and Lozner v.  
HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.**  
Case No. CV-2025-07-3212  
Court of Common Pleas of Summit County, Ohio

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

**DATA BREACH SETTLEMENT CLAIM FORM**

- postage to contact banks by mail
- accountant fees and other out-of-pocket expenses related to tax-issues

You need to send proof, like bank statements or 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 more likely than not caused by the Data Breach.

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

**Compensation for Lost Time.** Class Members who spent time responding to tax-related issues due to the Data Breach may claim up to ten hours, at \$25.00 per hour, for a maximum of **\$250.00**. You must submit (i) third-party documentation showing that you spent time on tax-related issues, and (ii) a valid Claim Form identifying the activities engaged in and the time spent on each such activity and including an attestation, under penalty of perjury, of the accuracy of the information provided therein.

**Alternative Cash Payment.** Instead of *any other benefit option*, you may claim a one-time cash payment of **\$70.00**. If you choose this option, you may not claim Credit Monitoring, Documented Losses, or Lost Time. You do not have to provide any proof or explanation to claim this payment.

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: HEXPOL Data Breach Settlement  
c/o Settlement Administrator  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

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

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]**

*Stovall and Lozner v.*  
**HEXPOL Compounding Americas LLC and HEXPOL Holding Inc.**  
Case No. CV-2025-07-3212  
Court of Common Pleas of Summit County, Ohio

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

**DATA BREACH SETTLEMENT CLAIM FORM**

**IV. COMPENSATION FOR LOST TIME**

If you spent time fixing tax-related problems caused by Data Breach, please select how many hours (up to ten) you spent. You must briefly describe how you spent this time.

- I spent (select only **one**):
- 1 hour (\$25.00)       2 hours (\$50.00)       3 hours (\$75.00)
  - 4 hours (\$100.00)       5 hours (\$125.00)       6 hours (\$150.00)
  - 7 hours (\$175.00)       8 hours (\$200.00)       9 hours (\$225.00)
  - 10 hours (\$250.00)

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

You **must** provide third-party documentation showing how you spent this time. Please attach additional sheets of paper as necessary to account for the hours.

**V. ALTERNATIVE CASH PAYMENT**

Check this box if you want to claim a one-time \$70.00 cash payment.

**DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II, III OR IV.**

**VI. PAYMENT SELECTION**

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

**PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_

**Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_

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



— **EXHIBIT D** —

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

REGINALD STOVALL and RYAN )  
LOZNER, on behalf of themselves and all )  
others similarly situated, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
HEXPOL COMPOUNDING AMERICAS, )  
LLC, *et al.*, )  
 )  
Defendants. )

CASE NO. CV-2025-07-3212  
JUDGE ALISON McCARTY

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

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, on behalf of themselves and all others [REDACTED], 2026 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of

counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

#### **PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Ohio Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Data Breach.

Excluded from the Settlement Class are (i) Defendants; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Ohio Rule of Civil Procedure 23(A) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Ohio Rule of Civil Procedure 23(B)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior

to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiffs Reginald Stovall and Ryan Lozner as the class representatives for the Settlement Class. The Court provisionally finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

9. The Court finds the following counsel is experienced and adequate and appoints her as Class Counsel for the Settlement: Brittany Resch of Strauss Borrelli PLLC.

### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Ohio Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form and Long and Short Notice.

### **EXCLUSION AND OBJECTIONS**

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The request for exclusion (or "Opt-Out") must be in writing and clearly manifest a Person's intent to be excluded from the Settlement Class. Persons wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by sixty (60) days after the Notice Deadline, it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3)

years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

#### **FINAL APPROVAL HEARING**

18. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Summit County Court of Common Pleas, General Division, 209 S. High Street, Akron, Ohio 44308 or as otherwise ordered.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of Plaintiffs as class representatives should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Awards sought for Plaintiffs should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and (c) 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 claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
Hon. Judge Alison McCarty

**SETTLEMENT TIMELINE**

<b><u>Grant of Preliminary Approval</u></b>	
Notice Program Begins (Postcard Notice Sent and Website Notice Established)	30 days after Preliminary Approval Order
Notice Program Complete	90 days after the Notice Deadline
Deadline to file Motion for Final Approval	14 days before original Final Approval Hearing date

Deadline to file Application for Attorneys' Fees, Costs, and Service Awards	14 days before the Opt-Out and Objections Deadlines
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
<b><u>Final Approval Hearing</u></b>	, 2026, at      am/pm.

**— EXHIBIT E —**

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

<b>REGINALD STOVALL and RYAN LOZNER, on behalf of themselves and all others similarly situated,</b>	)	<b>CASE NO. CV-2025-07-3212</b>
	)	
Plaintiffs,	)	<b>JUDGE ALISON McCARTY</b>
	)	
vs.	)	
	)	
<b>HEXPOL COMPOUNDING AMERICAS, LLC, et al.,</b>	)	
	)	
Defendants.	)	

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Expenses to Class Counsel, and Service Awards to Plaintiffs (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on \_\_\_\_\_ [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (Doc. No. \_\_) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiffs as the Class Representatives and appointed Brittany Resch of Strauss Borrelli PLLC as Class Counsel; (c) preliminarily approved

the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (e) set deadlines for opt-outs and objections; (f) approved and appointed the Settlement Administrator; and (g) set the date for the Final Approval Hearing;

**WHEREAS**, on \_\_\_\_\_[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

**WHEREAS**, on \_\_\_\_\_[DATE], the Court held a Final Approval Hearing to determine, *inter alia* whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of a Service Awards to the Class Representatives;

**WHEREAS**, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**WHEREAS**, the Court being required under Ohio Civ. R. 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement

should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Awards to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Class Action Complaints against Defendants for failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.
4. Unless otherwise indicated, words spelled in this Order Granting Final Approval of Class Action Settlement ("Final Order") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Ohio Rule of Civil Procedure 23, grants final approval of the Settlement

Agreement and for purposes of the Settlement Agreement and this Final Order only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Data Breach.

Specifically excluded from the Settlement Class are:

(i) Defendants; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Claims Administration, as outlined in the Settlement Agreement, whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.

- b. Defendants to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendants to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Ohio Rule of Civil Procedure 23(a) and (b) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Awards payment to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to

object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Ohio Rules of Civil Procedure, the Ohio Constitution, and other applicable law.

10. As of the Opt-Out deadline, \_\_\_\_\_ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Order. Those persons are not bound by the Settlement Agreement and this Final Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

11. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendants, the Settlement Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Breach.

18. The Court grants final approval to the appointment of Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representatives in the amount of \$2,500.00 (two thousand five hundred dollars) each as Service Awards (\$5,000.00 total). Defendants shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Brittany Resch of Strauss Borrelli PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's

application for attorneys' fees in the amount of \$125,000.00 (one hundred twenty-five thousand dollars). Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants, or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order may be filed in any action by Defendants, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order shall not be construed or admissible as an admission by Defendants that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason: this Final Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendants will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and will not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

24. Without affecting the finality of this Final Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in this action and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

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

\_\_\_\_\_  
Hon. Judge Alison McCarty