

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

IN RE COMMUNICATION FEDERAL
CREDIT UNION DATA BREACH
LITIGATION

Case No.: CJ-2024-5388

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, effective as of July 25, 2025, is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs Breanna Arend, Donovan Jackson, Ann Corbly, Michael Traylor, on behalf of himself and on behalf of Minor Child T.N.T., Frandelind Traylor, on behalf of herself and on behalf of Minor Child L.V.T., Anthony Derieux, and Charlotte Hall (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Communication Federal Credit Union (“CFCU” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. CASE HISTORY

Between December 31, 2023, through January 11, 2024, unauthorized cybercriminals gained access to Defendant’s computer systems and accessed Plaintiffs’ and Class Members’ personally identifiable information (the “Data Incident”). Specifically, Plaintiffs allege that the categories of information potentially compromised in the Data Incident, include, but are not limited to: names, dates of birth, addresses, Social Security numbers, driver’s license numbers, bank

account information, and bank card numbers (collectively, the “Personal Information” or “PII”). Defendant discovered this intrusion on or about January 11, 2024, and represents that it took steps to secure its systems. On or around August 12, 2024, Defendant sent notice of the Data Incident to 193,108 individuals.

As a result, Plaintiffs filed separate but related actions, in this Court and in other courts, for claims arising from the Data Incident. On December 18, 2024, the Court consolidated the three (3) actions pending before this Court into the first filed case (the “Litigation”). Plaintiffs subsequently filed their Consolidated Class Action Petition (“Petition”) on February 14, 2025.

On May 5, 2025, the Parties engaged in a full day of mediation before John DeGroote, a mediator experienced with consumer data privacy class action litigation. At the end of the mediation, the Parties were unable to reach a resolution. However, in the weeks that followed, the Parties continued their settlement negotiations through the assistance of Mr. DeGroote. On May 16, 2025, following arms’-length negotiations, the Parties reached an agreement in principle. This settlement is memorialized in this agreement (“Settlement Agreement”).

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

II. RISK OF LITIGATION AND BENEFITS OF SETTLEMENT

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Petition, have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and protracted nature of continued proceedings necessary to prosecute the Litigation against Defendant through motions practice, trial, and potential appeals. Plaintiffs have also considered

the uncertainty of further litigation, as well as the delays inherent in such litigation, especially in complex class actions like this. Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Settlement Class Counsel determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class, as it provides certainty for relief without unnecessary delay.

III. DENIAL OF WRONGDOING AND LIABILITY

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

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Plaintiffs, individually and on behalf of the Settlement Class; Settlement Class Counsel; and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and all its attachments and exhibits, which the Settling Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.

1.2 “Approved Claims” means Settlement Claims completed using a Claim Form and submitted by the Claims Deadline and found to be valid and in an amount approved by the Settlement Administrator.

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

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

1.5 “Petition” means the operative Consolidated Class Action Petition, filed in the Litigation on February 14, 2025.

1.6 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing notice to Settlement Class Members, locating Settlement Class Members, performing National Change of Address searches or skip tracing, processing claims,

determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. Costs of Settlement Administration are to be paid from the Settlement Fund.

1.7 “Court” means the District Court of Oklahoma, State of Oklahoma.

1.8 “Data Incident” means the data security incident affecting Defendant which occurred between December 31, 2023, through January 11, 2024.

1.9 “Defendant” or “CFCU” means Defendant Communication Federal Credit Union.

1.10 “Defendant’s Counsel” or “Defendant’s Counsel” means Daniel Rohner of Shook, Hardy, & Bacon, and Nathan Whatley of McAfee & Taft.

1.11 “Effective Date” means the first date by which all events and conditions specified in Paragraph 12.1 herein have occurred and been met.

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

1.13 “Final” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Okla. Stat. tit. 12 § 2023(E) and whether to enter a Final Approval Order and Judgment.

1.15 “Final Approval Order and Judgment” or “Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Litigation against Defendant with prejudice, releases the Released Persons from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, and satisfies the settlement-related provisions of 12 O.S. § 2023 in all respects.

1.16 “Litigation” means the related actions filed in the Court and consolidated in the class action captioned *In re Communication Federal Credit Union Data Breach Litigation*, Case No.: CJ-2024-5388.

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

1.18 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, deadlines concerning the Opt-Out Deadline and Opt-Out Deadline, and all other deadlines that flow from the Notice Commencement Date.

1.19 “Notice Plan” means the plan set forth in Section 6 intended to notify the Class Members of the Settlement Agreement, the benefits and terms thereunder, and the steps and deadlines to submit a Claim Form, Objection, or Request for Exclusion.

1.20 “Objection Deadline” means the date by which members of the Settlement Class must file with the Court or provide to the Settlement Administrator their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be sixty (60) days after the Notice Commencement Date.

1.21 “Opt-Out Deadline” means the date by which Settlement Class Members must file with the Court or provide to the Settlement Administrator a valid Request for Exclusion from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be sixty (60) days after the Notice Commencement Date.

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

1.23 “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

1.24 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit D** to this Settlement Agreement.

1.25 “Settlement Class Counsel” or “Class Counsel” means William B. Federman of Federman & Sherwood and A. Brooke Murphy of Murphy Law Firm.

1.26 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.27 “Released Claims” shall collectively mean any and all claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; including, but not limited to, any Unknown Claims; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or

arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

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

1.29 “Plaintiffs” means Breanna Arend, Donovan Jackson, Ann Corbly, Michael Traylor, on behalf of himself and on behalf of Minor Child T.N.T., Frandelind Traylor, on behalf of herself and on behalf of Minor Child L.V.T., Anthony Derieux, and Charlotte Hall.

1.30 “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt-out” of the Settlement Class in the form and manner provided for in Section 4 of this Agreement.

1.31 “Service Awards” means the amount of remuneration to be paid to the Settlement Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10.

1.32 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

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

1.34 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring (as defined below), and any other benefits Settlement Class Members receive pursuant to this settlement, including non-monetary benefits and relief.

1.35 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.36 “Settlement Class” means all residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter. The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.¹

1.37 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class who have not timely opted out of the settlement.

1.38 “Settlement Fund” means the Two Million Nine Hundred Thousand United States Dollars and Zero Cents (\$2,900,000.00) that Defendant shall cause to be paid pursuant to Section 2 of this Agreement and any interest earned on these funds.

¹ No arbitration agreement nor class action waiver shall impact or negate a person’s eligibility as a Settlement Class Member.

1.39 “Settlement Fund Account” means the account described in Section 3 of this Agreement.

1.40 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form.

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

1.42 “Settling Parties” or “Parties” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Settlement Class.

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

1.44 “Tax and Tax-Related Expenses” means all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.45 “Unknown Claims” means any of the Released Claims that any Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this

Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PERSON.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

1.47 “Valid Claims” means settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement Benefits election and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

2. Settlement Fund

2.1 Defendant agrees to make or cause to be made a non-reversionary settlement payment of Two Million Nine Hundred Thousand United States Dollars and Zero Cents

(\$2,900,000.00) and deposit that settlement payment into the Settlement Fund Account within fourteen (14) Business Days of the Effective Date of the settlement.

2.2 The Settlement Fund shall be used to pay all Approved Claims. In no event shall Defendant be obligated to pay more than Two Million Nine Hundred Thousand United States Dollars and Zero Cents (\$2,900,000.00) in connection to Costs of Settlement Administration, any Fee Award and Costs, any Service Awards, and all Approved Claims.

2.3 Settlement Class Counsel and/or the Settlement Administrator shall timely furnish to Defendant any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) before the deadline for making the settlement payment set forth in Section 2.1.

3. Settlement Fund Account

3.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator. Any interest earned in the Settlement Fund Account shall accrue to the benefit of the Settlement Class.

3.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

3.3 No amounts may be withdrawn from the Settlement Fund unless (i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; or (iii) otherwise approved by the Court.

3.4 The Settling Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et*

seq., and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Settling Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

3.5 Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9.

3.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be paid from the Settlement Fund.

3.7 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Settling Parties, Settlement Class Counsel, and Defendant's Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

3.8 Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

4. Settlement Benefits

4.1 All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as **Exhibit A** to this Settlement Agreement, are eligible to receive:

4.1.1. Identity Theft Protection and Credit Monitoring: Three (3) years of credit monitoring and identity theft protection services, which includes at least One Million Dollars and Zero Cents (\$1,000,000.00) in Identity Theft Insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

4.1.2. Out-of-Pocket Losses: Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, and timely submit a Claim supported by reasonable

documentation, will be eligible for a payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), but not more than the documented and unreimbursed loss proven. Out-of-pocket unreimbursed losses include (i) out-of-pocket expenses such as: (a) bank fees, (b) long distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; (g) fees for credit reports, credit monitoring, or other identity theft insurance product; and (h) losses resulting from identity theft, fraud, or similar victimization. Settlement Class Members may elect to submit a claim for both Out-of-Pocket Losses and Identity Theft Protection and Credit Monitoring. In the event a Settlement Class Member's claim for Out-of-Pocket Losses is not approved or invalid, it shall be treated as a claim for a Cash Payment.

4.1.3. Cash Payment: In lieu of submitting a claim for Out-of-Pocket Losses, Settlement Class Members may file a claim for a *pro rata* cash payment from the Settlement Fund estimated to be in the amount of One Hundred Twenty-Five Dollars and Zero Cents (\$125.00). This *pro rata* cash payment is subject to *pro rata* increase or decrease depending on the number of claims submitted. Settlement Class Members do not need to submit any supporting documentation or attestations to receive this cash payment. Settlement Class Members may elect to submit a claim for both a Cash Payment and Identity Theft Protection and Credit Monitoring but may not submit a claim for both Out-of-Pocket Losses and a Cash Payment.

4.2 If the total amount of Approved Claims submitted under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, exceeds the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1, when aggregated with Cost of

Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion to implement any *pro rata* increase or decrease provided herein to account for estimated, but not yet incurred, Costs of Settlement Administration. If any individual distribution exceeds the reportable threshold to any tax authority, Defendant shall not be obligated to provide additional information, including, but not limited to, Social Security Numbers, about Class Members to facilitate those reporting obligations. For avoidance of doubt, in no event shall Defendant's liability or obligation under this Settlement Agreement exceed the Settlement Fund.

4.3 Settlement Class Members making claims for any of the relief under Section 4.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or, if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury.

4.4 Any funds that remain after the distribution of all payments for all Approved Claims from the Settlement Fund, including for settlement checks that are not cashed by the deadline to do so, will distributed pro rata to Settlement Class Members who submitted Approved Claims and cashed their initial checks unless the Settlement Administrator determines any additional distribution would not be economically feasible considering the amount of funds remaining (including for instance, if the additional distribution would be *de minimis*), in which case any remaining funds shall be distributed to the non-profit charitable organization St. Jude Children's Research Hospital as *cy pres* recipient.

4.5 Business Practice Enhancements. Plaintiffs received assurances that Defendant has implemented or will implement significant business practice enhancements to adequately secure its systems and environments presently and in the future. These Business Practice Enhancements include the implementation of the following:

- CFCU has acquired licenses to increase the number of devices that are automatically logged to CFCU's Security Information and Event Management ("SIEM") system.
- CFCU has updated procedures to better ensure that all network alerts are sent to CFCU's ticketing system for tracking.
- CFCU is enforcing installation of the Security Agent on all new systems servers and workstations.
- CFCU disabled access via VPN from anywhere outside of the United States.
- VPN requires a certificate that can only be received from CFCU's IT department.
- CFCU has enhanced its alerting process and procedures for brute force hacking attempts.
- CFCU has added integration for Trend Vision 1 to block access at the firewall for any IPs that have attempted a brute force hacking attack.
- CFCU added additional network sensors to its outside network to support the detection of more granular data regarding connections to the network.

- CFCU is enhancing logging of both internal and external systems to include attempted connections.
- CFCU has purchased a new password system that will do the following:
 - i. Automated compromised password detection.
 - ii. Full credentials monitoring (username and password).
 - iii. Custom password dictionary.
 - iv. Blocking of username derivatives.
 - v. Fuzzy matching with common character substitutions.
 - vi. Root password and similar password detection.
 - vii. New password complexity options such as length, number, special characters, upper/lower case requirements.
 - viii. Screen user password changes.
 - ix. New reporting for users sharing passwords, blank passwords, passwords never set to expire, and stale accounts.
- CFCU also forecasts that it will be hiring at least 2 additional personnel to bolster cyber security coverage over the next five (5) years.

Defendant estimates that the cost of implementing and/or maintaining these business practice enhancements, including personnel costs, for the next five (5) years will be \$986,000 or more. All costs and expenses incurred implementing these business practice commitments shall be paid by Defendant separate and apart from the Settlement Fund.

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

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

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

5.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in the District Court of Oklahoma County, State of Oklahoma.

5.2. As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel shall submit this Settlement Agreement to the Court, and Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Settling Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 4.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of the proposed Settlement Class Counsel as settlement class counsel;

- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of Simpluris, Inc. as the Settlement Administrator.

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

6. Notice Plan

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

- a) *Class Member List*: No later than ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, email address (where available), and last known physical address of each

Settlement Class Member (collectively, "Class Member List") that Defendant possesses.

- The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List.
- b) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Petition; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.
- c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom Defendant is in possession of an email address, via email to the email address provided to the Settlement Administrator by Defendant;
- To all Settlement Class Members for whom Defendant does not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by Defendant. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces,

in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and
- f) Contemporaneously with seeking Final Approval of the settlement, Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

6.2. The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

6.3. Settlement Class Counsel and Defendant's Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

6.4. All costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall constitute Costs for Settlement Administration and be paid from the Settlement Fund.

7. Opt-Out or Request for Exclusion Procedures

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

7.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 7.1 (referred to herein as "Opt-Outs") shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 7.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8. Objection Procedures

8.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*In re Communication Federal Credit Union Data Breach Litigation*, Case No.: CJ-2024-5388 (Dist. Ct. Ok. Cty.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will

appear at the Final Fairness Hearing; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection; and, (vii) a list of the all cases (including the case name, court, and docket number) in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at a designated post office box, as well as to Settlement Class Counsel, William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120 and A. Brooke Murphy, Murphy Law Firm, 4116 Will Rogers Pkwy, Suite 700, Oklahoma City, OK 73108, and Defendant's Counsel, Nathan Whatley, McAfee & Taft, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102 and Daniel E. Rohner, Shook, Hardy, & Bacon, L.L.P., 1660 17th St., Suite 450 Denver, CO 80202. The objector or his or her counsel may also file objections with the Court, with service on Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Settlement Class Counsel and Defendant's Counsel that are not otherwise filed with the Court, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement Agreement.

8.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 8.1 shall waive and forfeit all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 8.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order

approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Oklahoma Rules of Appellate Procedure and not through a collateral attack.

9. Releases

9.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

9.2 Upon the Effective Date, the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Settlement Class Representatives, Settlement Class Counsel, and Participating Settlement Class Members from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and

discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

10. Settlement Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

10.1 Settlement Class Counsel shall submit a request to the Court for payment of a Fee Award expressed as a percentage of the value conferred by the Settlement Agreement on the Settlement Class not to exceed one-third (1/3) of the Settlement Fund, and for reimbursement of Costs incurred in prosecuting and settling the Litigation not to exceed \$35,000.00. Any request for a Fee Award and Costs must be filed with the Court at least fourteen (14) days before the Objection Deadline/Opt-Out Deadline. For the avoidance of doubt, the Fee Award and Costs shall be paid from the Settlement Fund. Settlement Class Counsel shall have the sole authority to apportion and distribute attorneys' fees among other Plaintiffs' Counsel.

10.2 The Plaintiffs and Settlement Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed two thousand five hundred United States Dollars (\$2,500.00) per individual, to the Settlement Class Representatives. Any request for Service Awards must be filed with the Court at least fourteen (14) days before the Objection Deadline/Opt-Out Deadline. For the avoidance of doubt, Service Awards shall be paid from the Settlement Fund.

10.3 The Settling Parties did not discuss or agree upon payment of any Fee Award and Costs or Service Awards until after they agreed on all material terms of relief to the Settlement Class.

10.4 If approved by the Court, any Fee Award and Costs and Service Awards awarded by the Court shall be paid within fourteen (14) days after the Effective Date.

10.5 Any Fee Award and Costs and Service Awards awarded by the Court as set forth above shall be paid from the Settlement Fund to accounts established by Settlement Class Counsel.

Such account(s) shall be disclosed to the Settlement Administrator after the Court has granted Final Approval. Disbursement of attorneys' fees and expenses shall be paid by Settlement Class Counsel or Settlement Class Counsel shall direct the Settlement Administrator to make such payments.

10.6 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Awards ordered by the Court to Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11. Administration of Claims

11.1 The Settlement Administrator shall administer the settlement as described herein. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

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

11.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (*i.e.*, the "Settlement Payment") using the Settlement Class Member's preferred method within thirty (30) days from the Effective Date.

11.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

11.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the "Check Void Date"). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

11.6 To the extent any unclaimed Settlement Payments remain in the Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payment to Settlement Class Members, the remaining Settlement Fund shall be equally distributed to the Oklahoma Bar Foundation as a *cy pres* recipient.

11.7 Settlement Class Counsel and Defendant's Counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

11.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

11.9 No Person shall have any claim against the Settlement Administrator, claims referee, Defendant, Settlement Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members.

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

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

- (a) the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing, as required by Paragraph 5.2;
- (b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- (c) the Judgment has become Final, as defined in Paragraph 1.13.

12.2 If all conditions specified in Paragraph 12.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 12.4 unless Settlement Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

12.3 Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

12.4 In the event that the Settlement Agreement or the releases set forth in Paragraph 9.1 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any settling party or Settling Parties counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with

the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

13. Miscellaneous Provisions

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

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

13.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

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

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

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

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

If to Plaintiffs or Settlement Class Counsel:	If to Defendant or Defendant's Counsel:
William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave Oklahoma City, OK 73120 Phone: (405) 235-1560 info@federmanlaw.com A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108 abm@murphylegalfirm.com	Nathan L. Whatley McAFEE & TAFT A Professional Corporation 8th Floor, Two Leadership Square 211 North Robinson Oklahoma City, Oklahoma 73102 Telephone: (405) 235-9621 Facsimile: (405) 235-0439 nathan.whatley@mcafeetaft.com Daniel E. Rohner Shook, Hardy, & Bacon, L.L.P. 1660 17th St., Suite 450 Denver, CO 80202 T: 303.285.5300 drohner@shb.com

13.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

13.10 The Settlement Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Settling Parties.

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

13.12 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

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

13.14 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this settlement is a condition precedent to any Settlement Class Member's right to receive Settlement Benefits. If any Settlement Class Member does not submit a valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.

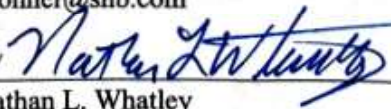
13.15 All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Settling Parties have caused the Settlement Agreement to be executed by their duly authorized attorneys.


/s/ William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Phone: (405) 235-1560
wbff@federmanlaw.com


/s/ A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Ste. 700
Oklahoma City, OK 73108
Phone: (405) 389-4989
abm@murphylegalfirm.com


/s/ Daniel E. Rohner
Shook, Hardy, & Bacon, L.L.P.
1660 17th St., Suite 450
Denver, CO 80202
T: 303.285.5300
drohner@shb.com


/s/ Nathan L. Whatley
McAFEE & TAFT
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102
Telephone: (405) 235-9621

*Attorneys for Plaintiffs and
Settlement Class Counsel*

Facsimile: (405) 235-0439
nathan.whatley@mcafeetaft.com

Attorneys for Defendant

EXHIBIT A

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

In re Communication Federal Credit Union Data Breach Litigation
Case No. CJ-2024-5388
District Court for Oklahoma County, Oklahoma

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter.”

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff, (2) CFCU and its officers and directors; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Incident.

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

AVAILABLE BENEFITS

CFCU will establish a Settlement Fund of \$2,900,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. All of the remaining money will be used to pay for the benefits described below.

You may enroll in **Identity Theft Protection and Credit Monitoring** services **AND** select one of two **cash payment** options. The options are explained below.

BENEFITS

Identity Theft Protection and Credit Monitoring Services

All Class Members can enroll in three (3) years of Identity Theft Protection and Credit Monitoring services from a credit bureau. This benefit includes \$1 million of identity protection insurance.

Cash Payment Options

All Class Members can **also** claim **ONE** of the following payment options:

Option 1: Out-of-Pocket Losses. If the Data Security Incident caused you actual, documented out-of-pocket losses, you can get back up to **\$7,500.00**. The losses must have occurred between December 31, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

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

In re Communication Federal Credit Union Data Breach Litigation
Case No. CJ-2024-5388
District Court for Oklahoma County, Oklahoma

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

DATA INCIDENT SETTLEMENT CLAIM FORM

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail
- losses from identity theft or fraud

You need to send proof, like receipts or bank statements, 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.

Full details are provided in Paragraph 4.1.2 of the Settlement Agreement, which is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Option 2: Pro Rata Cash Payment. Instead of submitting a claim for Out-of-Pocket Losses, you can claim a share of the Settlement Fund. This payment is expected to be about **\$125.00**, but may be smaller or larger. The actual amount will depend on the number of claims filed.

Full details are provided in Paragraph 4.1.3 of the Settlement Agreement, which is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

THE EASIEST 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 to:

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

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit online, mail, or email your Claim Form by **[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]

In re Communication Federal Credit Union Data Breach Litigation
Case No. CJ-2024-5388
District Court for Oklahoma County, Oklahoma

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

DATA INCIDENT SETTLEMENT CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES

- ☐ Check this box if you would like to enroll in three (3) years of Identity Theft Protection and Credit Monitoring Services from a credit bureau. This benefit includes \$1 million of identity theft protection insurance.

III. OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$7,500.00.

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

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL OUT-OF-POCKET LOSSES:	

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

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]

In re Communication Federal Credit Union Data Breach Litigation
Case No. CJ-2024-5388
District Court for Oklahoma County, Oklahoma

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. PRO RATA CASH PAYMENT

☐ Check this box if you want to claim a share of the Settlement Fund, as explained above.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT OUT-OF-POCKET LOSSES.

V. 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: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

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

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re Communication Federal Credit Union Data Breach Litigation

Case No. CJ-2024-5388

District Court for Oklahoma County, Oklahoma

**IF YOU WERE IMPACTED BY THE DECEMBER 31, 2023 – JANUARY 11, 2024,
COMMUNICATION FEDERAL CREDIT UNION DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO 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 Communication Federal Credit Union (“CFCU” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on CFCU's computer systems that occurred on or about December 31, 2023 through January 11, 2024 (the “Data Incident”). Certain files that contained private information were potentially accessed. These files may have contained personal information such as names; dates of birth; addresses; Social Security numbers; driver's license numbers; bank account information; and bank card numbers.
- The lawsuit is called *In re Communication Federal Credit Union Data Breach Litigation*, Case No. CJ-2024-5388. It is pending in the District Court for Oklahoma County, Oklahoma (the “Litigation”).
- CFCU 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.
- CFCU'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 CFCU.
- 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
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. 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.	_____, 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no 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.	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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.	_____, 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits 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

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Basic Information

1. Why was this Notice issued?

The District Court for Oklahoma County, Oklahoma, 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 *In re Communication Federal Credit Union Data Breach Litigation*, Case No. CJ-2024-5388. It is pending in the District Court for Oklahoma County, Oklahoma. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the entity they sued, Communication Federal Credit Union, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the period December 31, 2023, through January 11, 2024, a targeted cyberattack affected CFCU's computer systems, through which certain files that contained private information were potentially accessed. These files contained personal information such as names; dates of birth; addresses; Social Security numbers; driver's license numbers; and financial information (e.g., bank account information, and bank card 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 Breanna Arend; Donovan Jackson; Ann Corbly; Michael Traylor, on behalf of himself and on behalf of Minor Child T.N.T.; Frandelind Traylor, on behalf of herself and on behalf of Minor Child L.V.T.; Anthony Derieux; and Charlotte Hall, and everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff, (2) CFCU and its officers and directors; (3) anyone who validly excludes themselves from the Settlement; and (4) anyone who perpetrated the Data Incident.

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

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

The Settlement Benefits

7. What does the Settlement provide?

CFCU will establish a Settlement Fund of \$2,900,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. All of the remaining money will be used to pay for the benefits described below.

You may enroll in **Identity Theft Protection and Credit Monitoring** services **AND** select one of two **cash payment** options. The options are explained below.

BENEFITS

Identity Theft Protection and Credit Monitoring Services

All Class Members can enroll in three (3) years of Identity Theft Protection and Credit Monitoring services from a credit bureau. This benefit includes \$1 million of identity protection insurance.

Cash Payment Options

All Class Members can **also** claim one of the following payment options:

Option 1: Out-of-Pocket Losses. If the Data Security Incident caused you actual, documented out-of-pocket losses, you can get back up to **\$7,500.00**. The losses must have occurred between December 31, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail
- losses from identity theft or fraud

You need to send proof, like receipts or bank statements, 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.

Full details are provided in Paragraph 4.1.2 of the Settlement Agreement, which is available at www.[SettlementWebsite].com.

Option 2: Pro Rata Cash Payment. Instead of submitting a claim for Out-of-Pocket Losses, you can claim a share of the Settlement Fund. This payment is expected to be about **\$125.00** but may be smaller or larger. The actual amount will depend on the number of claims filed.

Full details are provided in Paragraph 4.1.3 of the Settlement Agreement, which is available at www.[SettlementWebsite].com.

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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: CFCU Data Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

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

If you stay in the class, you won't be able to be part of any other lawsuit against CFCU about the issues that this Settlement covers. The "Release" section of the Settlement Agreement (Section 9) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at 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. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys William B. Federman of Federman & Sherwood and A. Brooke Murphy of Murphy Law Firm, 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 an award of attorneys' fees of up to one-third (1/3) of the Settlement Fund and reimbursement of litigation expenses up to \$35,000, which will be paid from the Settlement Fund.

Class Counsel will also ask for Services Award payments of \$2,500 for each of the Class Representatives. Service Award Payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue CFCU 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 Action: *In re Communication Federal Credit Union Data Breach Litigation*, Case No. CJ-2024-5388, pending in the District Court for Oklahoma County, Oklahoma;
- (2) your full name, mailing address, telephone number, and email 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:

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

Your Request for Exclusion must be submitted, postmarked, or emailed 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 Action: *In re Communication Federal Credit Union Data Breach Litigation*, Case No. CJ-2024-5388, pending in the District Court for Oklahoma County, Oklahoma;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (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, Class Counsel, and CFCU's lawyers.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	CFCU Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120 A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Pkwy Suite 700 Oklahoma City, OK 73108	Nathan Whatley McAfee & Taft 8th Floor, Two Leadership Square 211 N. Robinson Oklahoma City, OK 73102 Daniel E. Rohner Shook, Hardy, & Bacon, L.L.P. 1660 17th St. Suite 450 Denver, CO 80202

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]** **Central Time**, in Room **[Court Room]** of the District Court for Oklahoma County, Oklahoma, at 320 Robert S Kerr Ave STE 203, Oklahoma City, OK 73102.

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

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

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

EXHIBIT C

CFCU Data Incident Settlement
c/o Settlement Administrator
P.O. Box [REDACTED]
Santa Ana, CA 92799-9958

***In re Communication Federal Credit Union
Data Breach Litigation***

Case No. CJ-2024-5388

**IF YOU WERE IMPACTED BY THE
DECEMBER 31, 2023 – JANUARY 11, 2024,
COMMUNICATION FEDERAL CREDIT UNION
DATA BREACH, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

For more information about the proposed class
action settlement, including how to submit a claim,
exclude yourself, or submit an objection, please
visit www.SettlementWebsite.com or call toll-free
1-XXX-XXX-XXXX

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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»

Why am I receiving this notice?

A Settlement has been reached with Communication Federal Credit Union ("CFCU") in a class action lawsuit. The case is about the December 31, 2023, to January 11, 2024, cyberattack on CFCU's computers (the "Data Incident"), during which files containing private information were potentially accessed. CFCU denies that it did anything wrong. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at www.SettlementWebsite.com.

Who is included in the Settlement?

The Court has defined the class as: "All residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter."

The Court has appointed experienced attorneys to represent the Class.

What are the Settlement benefits?

All Class Members can enroll in 3 years of Identity Protection and Credit Monitoring services from a credit bureau. All Class Members can **also** claim one of the following **cash payment** options: (1) if you have documented losses you can get back up to **\$7,500** for out-of-pocket losses; or (2) you can claim a pro rata share of the Settlement, which is estimated to be about **\$125** but may be smaller or larger.

Full details and instructions are at www.SettlementWebsite.com.

How do I receive a benefit?

To claim credit monitoring services and/or the pro rata cash payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit a claim for out-of-pocket losses, visit www.SettlementWebsite.com or call 1-XXX-XXX-XXXX. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

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 CFCU 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 at www.SettlementWebsite.com, explains how to exclude yourself or object.

When will the Court approve the Settlement?

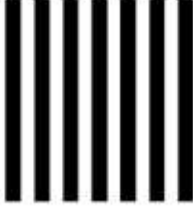
The Court will hold a hearing in this case on **[FA Hearing Date]** at 320 Robert S Kerr Ave STE 203, Oklahoma City, OK 73102, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund, reimbursement of litigation expenses up to \$35,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost but you do not have to.

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITE.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.





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

CFCU Data Incident Settlement
c/o Settlement Administrator
P.O. Box **PO Box Number**
Santa Ana, CA 92799-9958



CFCU Data Incident Settlement

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

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

Login ID: «LoginID»
PIN: «PIN»

Note: Claims for reimbursement of out-of-pocket losses require supporting documentation and must be submitted online at www.SettlementWebsite.com or mailed to the Settlement Administration with a separate Claim Form.)

☐

Check this box to enroll in Identity Theft Protection and Credit Monitoring services.

☐

Check this box to claim a pro rata share of the Settlement Fund.

How would you like to be paid:

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

If you have selected a digital payment option please provide your email address below. Please **PRINT** your email address **LEGIBLY** and doublecheck that it is correct:

You must notify the Claims Administrator if your contact information is different from what is shown above, or changes after you submit this form.

EXHIBIT D

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
WITHIN AND FOR THE STATE OF OKLAHOMA**

IN RE COMMUNICATION FEDERAL
CREDIT UNION DATA BREACH
LITIGATION

Case No. CJ-2024-5388

Hon. Judge Palumbo

PRELIMINARY APPROVAL ORDER

WHEREAS, the above-captioned matter is a putative class action before this Court;

WHEREAS, Plaintiffs Breanna Arend, Donovan Jackson, Ann Corbly, Michael Traylor, on behalf of himself and on behalf of Minor Child T.N.T., Frandelind Traylor, on behalf of herself and on behalf of Minor Child L.V.T., Anthony Derieux, and Charlotte Hall (collectively, “Plaintiffs”), individually, and on behalf of the proposed Settlement Class, and Communication Federal Credit Union (“CFCU” or “Defendant”) have entered into a Settlement Agreement,¹ which is subject to review and approval by the Court under 12 O.S. § 2023, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Litigation against CFCU should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support (the “Motion”) requesting entry of an order: (i) conditionally certifying the Settlement Class; (ii) granting preliminary approval of the Settlement Agreement; (iii) appointing Breanna Arend, Donovan Jackson, Ann Corbly, Michael

¹ The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement (attached as **Exhibit 1** to the Declaration of William B. Federman in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support) unless otherwise stated.

Traylor, Frandelind Traylor, Anthony Derieux, and Charlotte Hall as Class Representatives; (iv) appointing William B. Federman of Federman & Sherwood and A. Brooke Murphy of Murphy Law as Settlement Class Counsel; (v) approving the notice program and notices and directing that notice of the proposed settlement be sent to the Settlement Class Members; (vi) approving the Claim Form and claims process; (vii) ordering the Settlement's opt-out and objection procedures; (viii) appointing the Settlement Administrator; (ix) staying all deadlines in the Action pending Final Approval of the Settlement; (x) enjoining and barring all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against CFCU and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (xi) setting a date for the Final Fairness Hearing; and (xii) granting such other relief and further relief as the Court deems just and proper; and

WHEREAS, the Court, having reviewed: (i) the Motion; (ii) the Settlement Agreement and its exhibits, and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order, grants the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to 12 O.S. § 2023(C)(1), the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter.

The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

2. **Class Representatives**: The Court approves Plaintiffs Breanna Arend, Donovan Jackson, Ann Corbly, Michael Traylor, Frandelind Traylor, Anthony Derieux, and Charlotte Hall as Class Representatives having found them as adequate class representatives.

3. **Class Counsel**: The Court appoints William B. Federman of Federman & Sherwood and A. Brooke Murphy of Murphy Law Firm to serve as Class Counsel. In appointing class counsel, 12 O.S. § 2023(F) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and other types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. The Court may also consider other matter pertinent to counsel's ability to fairly and adequately represent the interest of the class. 12 O.S. § 2023(F)(a)(b). The Court finds that Class Counsel have expended a reasonable amount of time, effort, and expense investigating the Data Incident and that Class Counsel are highly skilled and knowledgeable concerning class action practice.

4. **Settlement Class Findings**: The Court finds, for purposes of settlement only, that the Settlement Class meets the requirements of 12 O.S. §§ 2023(A) and (B). Joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether CFCU was negligent regarding its handling of Plaintiffs' Personal Information. The Class Representatives' claims are typical of, indeed identical to, those of the Class, as the Class Representatives had their Personal Information accessed or acquired in the Data Incident. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class as the Class Representatives

have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

5. **Preliminary Approval of Settlement:** The Court hereby preliminarily approves the settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described herein. The Court finds the Settlement meets the considerations set forth in 12 O.S. § 2023.

6. **Settlement Administrator:** The Parties are authorized to use Simpluris, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

7. **Approval of Notice Program and Notices:** The Court approves the form and procedure for disseminating notice of the proposed settlement to the Class as set forth in the Settlement Agreement. The Court finds that the Notice Program: (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of 12 O.S. § 2023, including the Due Process Clause of the United States Constitution, the rules of this Court and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Short Form Notice and Long Form Notice respectively.

8. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they do not submit Claims. As set forth in the Settlement Agreement, CFCU shall bear all costs and expenses associated with providing notice to the Class and administering the proposed settlement. All Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator within 90 days of the Notice Commencement Date.

9. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and CFCU's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

10. **Objections to the Settlement:** Any member of the Class who intends to object or comment on the request for final approval of the Settlement Agreement or on the Fee Application must, within 60 days after the Notice Commencement Date, file his or her objection or comment with the Court, and provide copies of the objection or comment to: (i) the Court; and (ii) Class Counsel. To state a valid objection to the Settlement, a Class Member must provide the following information: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*In re Communication Federal Credit Union Data Breach Litigation*, Case No.: CJ-2024-5388 (Dist. Ct. Ok. Cty.); (iii) a written statement of all grounds for

the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection; and, (vii) a list of the all cases (including the case name, court, and docket number) in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

11. Any objecting Class Member may appear, in person or by counsel, at the Final Fairness Hearing to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or to object to any application of attorneys' fees, Service Awards, and reimbursement of litigation costs and expenses, but only if the Class Member has first filed written objections to the proposed settlement by the deadline set forth in this Order. The objecting Class Member must file and serve on all counsel designated in the Class Notice, a notice of intention to appear at the Final Fairness Hearing ("Notice of Intention to Appear") by the Objection Deadline. The Notice of Intention to Appear must include copies of all papers, exhibits, or other evidence that the objecting Class Members (or his/her counsel) will present to the Court in connection with the Final Fairness Hearing. Any Class Member who does not provide a Notice of Intention to Appear by the deadline set forth in this Order, and who does not file an objection that complies with the requirements set forth in this Order and the Class Notice, will be deemed to have waived any objections to the Settlement and will be barred from speaking or otherwise presenting views at the Final Fairness Hearing.

12. If a Class Member files an objection to the Settlement, Class Counsel or CFCU's

Counsel may depose the objector consistent with the Oklahoma Statutes at an agreed upon location and seek to have the objector produce documentary evidence or other tangible things relevant to the objection. An objector's failure to make him or herself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector's objection or otherwise affect that person's substantive rights. The Court reserves the right to tax the costs of such discovery to the objector or the objector's counsel should it determine that the objection was frivolous and was made for improper purpose.

13. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement so as to protect the due process rights of all Class Members.

14. **Opt-Outs from the Settlement Class**: Any Class Member shall have the right to opt out of the Class and the Settlement by sending a written request for exclusion from the Class to the addresses listed in the Notices, postmarked or delivered no later than sixty (60) days after the Notice Commencement Date. To be effective, an opt-out request shall state he or she wants to be excluded from the Settlement in the Action and include his or her name, address, and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action). Any Class Member who does not submit a timely and valid opt-out shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

15. **Termination**: If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall be come null

and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and CFCU, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

16. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order. Upon the entry of this Order, with the exception of Class Counsel, CFCU's Counsel, CFCU, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against CFCU and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

17. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

18. **Final Fairness Hearing:** A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and Service Awards to the Class Representatives (the "Final Fairness Hearing") shall be held at _____:_____, on the _____ day of _____, 2025 before the undersigned in Courtroom _____ of the District Court of Oklahoma County, 321 Park Ave., Oklahoma City, OK 73102. At the Final Fairness Hearing, the Court will consider (i) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (ii) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (iii) whether Class Counsel's application for

attorneys' fees and expenses and Service Awards for the Class Representatives should be granted.

19. **Fee Application**: Class Counsel shall file an application for attorneys' fees and costs and Service Award to the Class Representatives ("Fee Application") at least fourteen (14) days before the Objection Deadline/Opt-Out Deadline.

20. **Final Approval**: Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the parties' Settlement Agreement at least fourteen (14) days before the Final Fairness Hearing.

21. The Court reserves the right to adjust the date of the Final Fairness Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the settlement website referenced in the Class Notice. The parties will not be required to re-send or re-publish class notice.

22. **Schedule**: The Court hereby sets the following schedule of events:

EVENT	DATE
Notice Commencement Date	30 days after the entry of this Order
Deadline to File Motion for Attorneys' Fees, Costs, and Service Awards	14 days before the Objection Deadline/Opt-Out Deadline
Opt-Out Deadline	60 days after the Notice Commencement Date
Objection Deadline	60 days after the Notice Commencement Date
Deadline to Submit Claim Forms	90 days after the Notice Commencement Date
Deadline to File Motion for Final Approval	14 days before the Final Fairness Hearing.
Deadline to Respond to any Objections	7 days before the Final Fairness Hearing

Final Approval Hearing	_____, 2025 at _____:_____ a.m./p.m. CT (To be scheduled by the Court at least 100 days after this Order is entered)
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SO ORDERED this _____ day of _____, 2025.

HONORABLE JUDGE PALUMBO

SIGNED AND AGREED TO BY:

**COUNSEL FOR PLAINTIFFS
AND THE CLASS:**

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