

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) dated May 30, 2025 is made and entered into by and among the following individuals and entities: (1) Connie Boyd, Gina Adinolfi, John Moss, Stephanie Demaro, Anthony Guissarri, and Roger Menhennett (“Named Plaintiffs”), individually and on behalf of the Settlement Class,¹ and (2) Prudential Financial, Inc., (“Defendant,” or “Prudential” and together with Named Plaintiffs, the “Settling Parties”).

I. Factual Background

1.1 On June 7, 2024, Plaintiff Connie Boyd filed a putative class action in the United States District Court for the District of New Jersey, styled *Connie Boyd v. Prudential Financial, Inc.*, Case No. 2:24-cv-06818-SRC-AME. (ECF No. 1). Subsequently, on June 17, 2024, Plaintiff Gina Adinolfi filed a separate putative class action complaint in the same court, captioned *Gina Adinolfi v. Prudential Financial, Inc.*, Case No. 2:24-cv-07066. By order dated July 15, 2024, the *Boyd* and *Adinolfi* cases were consolidated into a Consolidated Action entitled *In Re: Prudential Financial, Inc. Data Breach Litigation* assigned docket number 2:24-cv-06818. (ECF No. 12). On July 08, 2024, Plaintiffs McKayla Smith and John Doe filed an additional putative class action complaint in the same court, titled *Smith et al v. Prudential Financial, Inc.*, 2:24-cv-07598. On July 10, 2024, Plaintiff Seth Khaner and Plaintiff Sandra Villareal separately filed putative class action complaints in the same court, titled *Khaner v. Prudential Financial, Inc.*, 2:24-cv-07671 and *Villareal v. Prudential Financial, Inc.*, 2:24-cv-07683. Similarly, on July 10, 2024, Plaintiffs Maureen Wright and Donald Wright filed an additional class action complaint in the same court, titled *Wright et al. v. Prudential Financial, Inc.*, 2:24-cv-07691. Finally, on July 11, 2024, Plaintiffs John Moss and Stephanie Demaro filed an additional class action complaint in the same court, titled *Moss et al. v. Prudential Financial, Inc.*, Case No. 2:24-cv-07715.

1.2 On July 24, 2024, Plaintiffs’ counsel in the Consolidated Action filed an Amended Notice of Related Cases, identifying five (5) subsequently filed cases as being related to the Consolidated Action. (ECF No. 16). Three of those cases, *Smith v. Prudential Financial, Inc.*, 2:24-cv-07598 (ECF No. 11); *Villareal v. Prudential Financial, Inc.*, 2:24-cv-076830 (ECF No. 8); and *Khaner v. Prudential Financial, Inc.*, 2:24-cv-07671 (ECF No. 8) were voluntarily dismissed. On September 6, 2024, the Court consolidated the related actions into the first-filed action, *Connie Boyd v. Prudential Financial, Inc.*, under the caption, *In Re: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818-SRC-AME (the “Action”). (ECF No. 29). On September 17, 2024, the Court appointed Kevin Laukaitis of Laukaitis Law LLC, Daniel Srourian of Srourian Law Firm, P.C., Andrew J. Sciolla of Sciolla Law Firm, LLC, Steven M. Nathan of Hausfeld LLP as Interim Co-Lead Class Counsel, and Joseph J. DePalma of Lite DePalma Greenberg & Afanador, LLC as Interim Liaison Counsel. (ECF No. 33).

1.3 On October 17, 2024, Plaintiffs in the above actions filed a consolidated complaint (the “Consolidated Complaint”). The Consolidated Complaint asserts claims against Defendant for: (1) Negligence; (2) Negligence *per se*; (3) Breach of Implied Contract; (4) Breach of Confidence; (5) Breach of the Implied Covenant of Good Faith and Fair Dealing; (6) Unjust

¹ All undefined capitalized terms have the definitions set forth in Section III.

Enrichment; (7) Bailment; (8) Breach of Fiduciary Duty; (9) Declaratory Judgment; (10) Violations of New York General Business Law N.Y. Gen. Bus. Law § 349, *et seq.*; (11) Violation of the California Consumer Privacy Act Cal. Civ. Code § 1798.100, *et seq.* (12) Common Law Invasion of Privacy – Intrusion Upon Seclusion; (13) Invasion of Privacy – Cal. Const. Art. 1, § 1; (14) Violation of Cal. Civ. Code § 1798.81.5; (15) Violation of Cal. Bus. & Prof. Code § 17200; and (16) Violation of the New Jersey Consumer Fraud Act, N.J. S.A. §§ 56:8-1, *et seq.* arising out of a Data Incident that occurred with regard to Defendant’s systems on no later than February 4, 2024 (referred to herein as the “Data Incident” or the “Incident.”).

1.4 Defendant filed its motion to dismiss the Consolidated Complaint on December 16, 2024 (ECF No. 35). The Settling Parties then began discussing an early class-wide resolution before briefing on Defendant’s motion to dismiss was completed.

1.5 The Settling Parties agreed to mediate their dispute with the assistance of Hon. Freda L. Wolfson (Ret.) – former Chief Judge of the District Court of New Jersey. The Settling Parties engaged in significant, informal discovery regarding the Incident ahead of the mediation. On March 17, 2025, the Settling Parties participated in an arm’s-length, day-long mediation session with Judge Wolfson at her office in New Jersey, at the end of which the Settling Parties agreed to a mediator’s recommendation of a non-reversionary, all-cash \$4,750,000.00 common fund class-wide settlement. The Settling Parties continued negotiations of the terms and reached an agreement in principle on April 9, 2025.

II. Recitals

2.1 The Settling Parties have determined that continued prosecution and defense of this Action would be burdensome, protracted, and expensive and that the outcome is uncertain. To mitigate the risk and expense of further litigation, the Settling Parties have agreed to settle the Action on the terms and conditions set forth herein.

2.2 Class Counsel have conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the Settlement Class. Through their own investigation and the negotiations described above, Class Counsel have considered, *inter alia*, (1) the sharply contested issues involved; (2) the risks, uncertainty, and cost of further prosecution of the Action; and (3) the benefits to be received by the Settlement Class pursuant to this Agreement. Thereafter, Class Counsel determined that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.3 Defendant denies all allegations of wrongdoing and disclaims all liability with respect to all claims asserted in the Consolidated Complaint. Neither this Agreement nor any related documents, nor the fact of settlement, nor any actions taken to carry out the settlement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or any point of fact or law on the part of any party. Nor shall that be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant or any Released Party in any current or future claim or proceeding. Defendant denies the material allegations contained in the Consolidated Complaint

2.4 This Agreement is intended to fully, finally, and forever resolve and release all Released Claims against Defendant and all other Released Parties from any and all claims, demands, actions, causes of action, damages, liabilities, costs, or expenses, whether known or unknown, arising at any time from any matter, dispute, or agreement associated with the events alleged in the Action, alleged in the Consolidated Complaint, or otherwise related to the Data Incident and occurring prior to the effective date of this Settlement and Release Agreement.

2.5 It is hereby agreed, by and between the Settling Parties, that, subject to the approval of this Court as provided for in this Agreement, the Action and Released Claims shall be fully and finally settled, compromised, and released, and the Action shall be dismissed with prejudice, on the terms and conditions herein.

III. Definitions

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

3.1 “Action” means the consolidated class action captioned *In Re: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818-SRC-AME pending in the United States District Court for the district of New Jersey.

3.2 “Administrative Costs” means all reasonable costs and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with the notice plan and providing Notice to the Settlement Class, CAFA notice to regulators, and reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

3.3 “Agreement” or “Settlement Agreement” means this agreement.

3.4 “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court to be paid to Class Counsel solely from the Settlement Fund, which amount shall be in full and complete satisfaction of Class Counsel’s claim or request for payment of attorneys’ fees and reimbursement for litigation expenses.

3.5 “CAFA Notice” means the notice required pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, et. seq.

3.6 “CCPA Payment” means a payment, at least \$100 but no less than 2 times the amount determined to be the *Pro Rata* Cash Payment, not to exceed \$599.00, available to Settlement Class Members who 1) reside in California and are therefore under the jurisdiction of the California Consumer Privacy Act (“CCPA”), **and** 2) who had one of the following sets of information involved in the Incident, as verified by Defendant and the Claims Administrator: a) Driver’s License, Passport, Tax ID Number, Non-U.S. Identification Number, or other Government I.D.; b) Credit or Debit Card Information, or Credit or Debit Card Numbers; and/or c) Treatment, Diagnosis, Prescription Information, or Health Condition Information. The number of Settlement Class Members eligible for this bucket of relief is estimated to be approximately 7,805 individuals.

3.7 “Claim Form” means the written or online request for relief promulgated by the Settlement Administrator to be used by Settlement Class Members in making requests for Settlement Benefits, including Documented Out-of-Pocket Losses and one of the following buckets of additional relief: SSN/TIN Payments, CCPA Payments, or Pro Rata Cash Payments, a sample of which is attached as Exhibit 1 to this Settlement Agreement.

3.8 “Class Counsel” means Joseph J. DePalma of Lite DePalma Greenberg & Afanador, LLC, with a mailing address of 570 Broad St., Suite 1201 Newark, NJ 07102, with the respective email of jdepalma@litedepalma.com, Kevin Laukaitis of Laukaitis Law, with a mailing address of 954 Avenida Ponce De Leon, Suite 205, #10518, San Juan, PR 00907 and with the respective email of klaukaitis@laukaitislaw.com; Daniel Srourian of, Srourian Law Firm, P.C. with a mailing address 468 N. Camden Dr., Suite 200, Beverly Hills, California 90210, with the respective email of daniel@slfla.com; Andrew J. Sciolla of Sciolla Law Firm, LLC with a mailing address Land Title Building, Suite 1910, 100 South Broad Street Philadelphia, PA 19110, with the respective email of andrew@sciollalawfirm.com; and; Steven M. Nathan of Hausfeld LLP, with a mailing address of 33 Whitehall Street, Fourteenth Floor New York, NY 10004, with the respective email of snathan@hausfeld.com.

3.9 “Claim Deadline” means the date by which Settlement Class Members must file a claim to receive benefits from the Settlement, as outlined herein. The Court shall set the Claim Deadline in the Preliminary Approval Order. The Settling Parties propose a Claims Deadline of ninety (90) days after mailing the Class Notice.

3.10 “Class Notice” or “Notice” means the notice of this Settlement contemplated by this Agreement, which shall include a Settlement Notice substantially in the form attached hereto as Exhibits 2 and 3, respectively. Exhibit 3 shall be posted on the Settlement Website.

3.11 “Class Representatives” mean the Named Plaintiffs.

3.12 “Class Representative Award” means such funds as may, in the Court’s discretion, be awarded and paid solely from the Settlement Fund to the Named Plaintiffs in recognition of their time, effort, and service to the Settlement Class in pursuing the Action and in fulfilling their obligations and responsibilities as representatives of the Settlement Class.

3.13 “Consideration” or “Class Payment” means the cash sum of \$4.75 million (\$4,750,000.00) that Prudential will pay into the Settlement Fund to settle the Action in accordance with the terms of this Settlement Agreement. Other than the Consideration or Class Payment, Prudential shall owe no additional monies of any kind under this Settlement Agreement.

3.14 “Court” means the United States District Court for the District of New Jersey.

3.15 “Defendant” means Prudential Financial, Inc. and any subsidiaries or affiliates, including but not limited to the Prudential Insurance Company of America.

3.16 “Defendant’s Counsel” means Daphne Morduchowitz, of Seyfarth Shaw LLP, with a mailing address of 620 Eighth Avenue, New York, New York 10018, with the respective email of dmorduchowitz@seyfarth.com.

3.17 “Documented Out-of-Pocket Losses” means claims submitted by Settlement Class Members to reimburse out-of-pocket losses related to the Data Incident, capped at no more than \$5,000 per claimant and supported by reasonable documentation as described in Section 4.3.

3.18 “Effective Date” means one (1) business day after all the following conditions have been satisfied:

- (a) The Final Approval Order has been entered; and
- (b)(i) If reconsideration and/or appellate review is not sought from the Final Approval Order, the expiration of the time for the filing or notice of any motion for reconsideration, appeal, petition, and/or writ; *or*
- (b)(ii) If reconsideration and/or appellate review is sought from the Final Approval Order:
 - (a) the date on which the Final Approval Order is affirmed and is no longer subject to judicial review or
 - (b) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to judicial review.

3.19 “Final Approval Hearing” means the hearing held by the Court to determine whether to enter the Final Approval Order and Judgment.

3.20 “Final Approval Order” or “Final Approval Order and Judgment” or “Final Judgment” means the Court’s Final Approval Order and Judgment, substantially in the forms attached hereto as Exhibit 5, which, among other things, approves this Agreement and the Settlement as fair, adequate, and reasonable and confirms the final certification of the Settlement Class.

3.21 “Incident” or “Data Incident” means the unlawful cyber-attack on certain of Prudential’s systems that occurred on or about February 4, 2024, which is alleged to have exposed potentially sensitive information of Named Plaintiffs and the class of individuals they seek to represent in the Consolidated Action.

3.22 “Net Settlement Fund” means the balance of funds after subtracting the Administrative Costs, any applicable taxes, Class Representative Awards, if any, and Attorneys’ Fees and Expenses Award awarded by the Court.

3.23 “Notice Program” means steps the Settlement Administrator takes to notify Settlement Class Members of the Settlement as set forth in Section VI of this Agreement.

3.24 “Objection Deadline” means the date to be set by the Court by which Settlement Class Members must file any objection to the Settlement in order for that objection to be effective. The Court shall set the Objection Deadline in the Preliminary Approval Order. The Settling Parties propose an Objection Deadline of sixty (60) days after the date of mailing of the Class Notice.

3.25 “Objection Notice” means a notice of intent to object to the Settlement filed by a Settlement Class Member by the Objection Deadline.

3.26 “Opt-Out” means a Settlement Class Member who (i) timely submits a properly completed and executed Request for Exclusion, and (ii) does not rescind that Request for Exclusion before the end of the Opt-Out Period.

3.27 “Opt-Out Deadline” means the date to be set by the Court by which Settlement Class Members must mail, email, or submit online a valid Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for this purpose. The Settling Parties propose an Opt-Out Deadline of sixty (60) days after the date of mailing of the Class Notice.

3.28 “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, agents or assignees.

3.29 “Personal Information” or “PI” means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, but not limited to, names, dates of birth, account numbers, Social Security numbers, driver’s license numbers, addresses, phone numbers, email addresses, or similar information.

3.30 “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

3.31 “Preliminary Approval Order” means the Court’s order, substantially in the form attached hereto as Exhibit 4, granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Agreement, appointment of the Settlement Administrator, approval of the form and method of Class Notice, permission for the Settlement Administrator to send the Class Notice to the proposed Settlement Class, and setting a date for the Final Approval Hearing.

3.32 “Pro Rata Cash Payments” means a claim for the amount remaining in the Net Settlement Fund after payment of valid Documented Out-of-Pocket Losses, SSN/TIN Impact Payments, and CCPA Payments, divided by all claimants electing this form of relief, not to exceed \$599.00 per capita. In no event can a claimant electing for relief from this bucket receive more,

per capita, than a claimant under either of the SSN/TIN Impact Payment or CCPA Payment bucket.

3.33 “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, reimbursements, restitution, and attorneys’ fees of any nature whatsoever, whether based on any law (including federal law, state law, local law common law, contract, rule, or regulation, including, without limitation, any consumer protection law, rule, regulations or regulatory promulgation,) or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled in the Consolidated Complaint and that arise out of or relate to the Incident and claims pled in the Action or that are related to the facts, transactions, events, occurrences, acts, or omissions alleged in the Action and could have been advanced in the Action, as of the date of the Final Approval Order and Judgment (excluding, for avoidance of doubt, any claims to enforce the Settlement or the Final Approval Order and Judgment).

3.34 “Released Parties” means Defendant and any and all related parties, including without limitation, its present or past affiliates, divisions, predecessors, successors, assignees, parents, or subsidiaries and any and all current or former associates, employers, employees, agents or other persons acting on its behalf, officers, directors consultants, dealers, contractors, independent contractors, vendors, insurers, reinsurers, managers, managing directors, partners, principals, members, attorneys, accountants, administrators, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, indemnitees, , investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, general or limited partners of Defendant, and any and all other individuals or entities in which Defendant has a controlling interest or which are affiliated with Defendant, or any other representatives of any of these persons and entities.

3.35 “Releasing Parties” means the Settlement Class Members, including the Settlement Class Representatives, who do not timely opt out of the Settlement; and Class Counsel.

3.36 “Request for Exclusion” means a fully completed and properly executed written request for exclusion from the Settlement, also known as an “opt-out request,” that is timely delivered to the Settlement Administrator by a Settlement Class Member under Section VIII of this Agreement.

3.37 “Settlement Administration” means the Settlement Administrator’s provision of notice of the Settlement to the Settlement Class and regulators, Requests for Exclusion and Objection Notices received from Settlement Class Members, the Settlement Awards, the distribution of Attorneys’ Fees and Expenses Award, and the Class Representative Awards.

3.38 “Settlement Administrator” means Simpluris, Inc., a company experienced in administering class action claims generally and specifically those of the type at issue in this Settlement, to be mutually agreed upon by the Settling Parties, and approved by the Court. The

Settling Parties agree to Simpluris, Inc. as an appropriate Settlement Administrator subject to approval by the Court.

3.39 “Settlement Benefits” or “Settlement Awards” refers to the categories of awards available to Settlement Class Members, including Documented Out-of-Pocket Losses, SSN/TIN Impact Payments, CCPA Impact Payments, and Pro Rata Cash Payments.

3.40 “Settlement Class” means all individuals within the United States of America whose Private Information was compromised in the Data Incident. The Settlement Class excludes: (i) Prudential and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or Magistrate assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Incident or who pleads *nolo contendere* to any such charge.

3.41 “Settlement Class Member” means a member of the Settlement Class.

3.42 “Settlement Fund” means the non-reversionary all cash settlement fund into which the Settlement Sum will be paid and from which the Settlement Administrator will distribute the Settlement Benefits, Class Representative Awards, the Attorneys’ Fees and Expenses Award, and Settlement Administration fees. The Settlement Fund is a common fund that covers all payments required under this Agreement.

3.43 “Settlement Sum” means Four Million Seven Hundred Fifty Thousand United States Dollars (\$4,750,000.00).

3.44 “Settlement Website” means a dedicated website established by the Settlement Administrator to provide information about the Agreement and Action upon which the documents below should be posted. The Settlement Website will also accept submitted online Claim Forms and timely Requests for Exclusion and Objections uploaded by Settlement Class Members.

3.45 “SSN/TIN Impact Payment” means a payment, at least \$200.00 but no less than 3 times the amount of the *Pro Rata* Cash Payment, not to exceed \$599.00, available to Settlement Class Members of any state, including California, whose Social Security number or Tax Identification Number was involved in the Incident, as verified by the Claims Administrator based on information provided by Defendant. The number of Settlement Class Members eligible for this bucket of relief is estimated to be approximately 12,366 individuals.

3.46 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Named Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties arising out of or related to the Incident and claims pled in the Action that, if known by him or her, might have affected his or her decision with respect to the Settlement, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including the

Named Plaintiffs, expressly shall have and by operation of the Final Judgment shall have, released any and all Released Claims, including Unknown Claims.

3.47 All time periods herein stated in terms of “days” shall be in calendar days unless otherwise expressly stated. If any dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

IV. Settlement Consideration

4.1 In consideration of the Settlement and releases provided herein, Defendant will pay the Settlement Sum into the Settlement Fund. The Settlement Administrator will hold the fund in a Qualified Savings Account (“QSF”). All funds held in the QSF shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be disbursed pursuant to the terms of this Settlement Agreement and/or further order of the Court. In the event this Settlement Agreement fails for any of the reasons specified in Section XII, below, the contents of the QSF will revert to Prudential in accordance with the terms of that Section.

4.2 The Settlement Sum shall be the only source of payment for all costs of the Settlement, including: (a) Settlement Awards; (b) Administrative Costs; (c) the Attorneys’ Fees and Expenses Award (if any); and (d) Class Representative Award (if any). Other than the Settlement Sum, Prudential shall owe no additional monies of any kind under this Settlement Agreement.

4.3 Settlement Awards are broken up into four buckets: 1) Documented Out-of-Pocket Losses, 2) SSN/TIN Impact Payments, 3) CCPA Payments, and 4) *Pro Rata* Cash Payments. Settlement Class Members may only select relief from *one* of those buckets and must elect only one of those buckets on their claim form. Settlement Class Members who elect more than one bucket are assumed, by the Settlement Administrator and Class Counsel, to select the highest dollar claim for which they are eligible.

4.4 Settlement Class Members may submit a claim for Documented Out-of-Pocket Losses up to five thousand dollars (\$5,000) per individual.

- i. “Documented Out-of-Pocket Losses” means the unreimbursed costs or expenditures incurred by a Settlement Class Member between February 4, 2024, and the Claims Deadline as result of the Data Incident. Documented Out-of-Pocket Losses may include, but are not limited to, unreimbursed costs, expenses, or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Incident.
- ii. Settlement Class Members who elect to submit a claim for reimbursement of Documented Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address, (2) a brief description of the claimed out-of-pocket expenses, and (3) documentation supporting their claimed losses.

Documentation supporting the claimed losses can include receipts or other documentation supporting the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement but can be considered to add clarity to or support other submitted documentation.

- iii. Settlement Class Members seeking reimbursement for Documented Out-of-Pocket Losses must complete and submit either a written or online claim form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Settlement Class Member must verify the claim form with an attestation that the claimant believes that the losses or expenses claimed were incurred as a result of the Data Incident.

4.5 Settlement Class Members may alternatively submit a request for relief without any documentation or attestation, via written or online Claim Form, from one of the following buckets of relief for which they are eligible:

- i. SSN/TIN Impact Payments: Settlement Class Members from any state whose Social Security numbers or Tax Identification Numbers were exposed as a result of the Data Incident may file a claim for a portion of Net Settlement Fund, at least \$200 but no less than 3 times the value of the *Pro Rata* Cash Payment, up to \$599.00. No out-of-pocket losses are required to make this claim. Only those Settlement Class Members whom the Settlement Administrator has confirmed, based on information to be provided by Defendant, had their Social Security or Tax Identification Number exposed in the Incident are eligible for this relief.
- ii. CCPA Payments: Settlement Class Members in California for whom certain information was exposed as a result of the Data Incident may file a claim for a portion of the Net Settlement Fund, at least \$100 but no less than 2 times the value of the *Pro Rata* Cash Payment, up to \$599.00. This information is limited to: 1) Driver’s license, passport, Non-U.S. National Identification Number, or Other Government ID; 2) Credit or Debit Card Information, or Credit or Debit Card Number, and 3) Treatment, Diagnosis, or Prescription Information, or Health Condition Information. No out-of-pocket losses are required to make this claim. Only those Settlement Class Members whom the Settlement Administrator has confirmed, based on information to be provided by Defendant, had one or more of the types of information at issue in this subheading exposed in the Incident *and* who reside in California are eligible for this relief.
- iii. Pro Rata Cash Payments: Settlement Class Members, with no documented out-of-pocket losses, no Social Security number exposed, and no California CCPA claim, can claim a pro rata cash payment by submitting a timely and valid Claim Form for a portion of the Net Settlement Fund. The amount of the cash payment shall be increased or decreased on a pro rata basis, based on the funds remaining in the Settlement Fund, if any, following the payment of the following: the Attorneys’ Fees and Expenses Award, any Service Awards, Administrative Costs, CAFA Notice, claims for Documented Out-of-Pocket Losses (as may be reduced

pro rata, if required), and claims for SSN/TIN Impact Payments, and CCPA Payments (collectively, the “Total Cost of Settlement”).

- iv. Should the amount of claims exhaust the Net Settlement Fund, the claims paid to Settlement Class Members will be paid in this fashion: Documented Out-of-Pocket Losses first, then SSN/TIN Impact Payments, then CCPA Payments, and then Pro Rata Cash Payments.

V. Preliminary and Final Approval of the Settlement

5.1 The Parties stipulate to: (i) certification, for settlement purposes only, of the Settlement Class and subclasses (as defined above), pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure; (ii) appointment of Plaintiffs as the Settlement Class Representatives; and (iii) appointment of Class Counsel as lead counsel.

5.2 Certification of the Classes shall be binding only with respect to the Settlement of the Action and only if the Final Approval Order and Judgment contemplated by this Settlement Agreement becomes Final and the Effective Date occurs. Nothing in this Settlement Agreement shall serve in any fashion, either directly or indirectly, as evidence or support for certification of a class or classes other than for settlement purposes, and the Parties intend that the provisions herein concerning certification of the Classes shall have no effect whatsoever in the event the Final Approval Order and Judgment is not entered, as defined in Section XII.

5.3 If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then this Settlement Agreement will be void subject to Section XII below, and no doctrine of waiver, estoppel or preclusion will be asserted in any further litigated proceedings in this Action. No agreements made by or entered into by Defendant in connection with the Settlement Agreement may be used by Plaintiffs, any Settlement Class Member or any other person to establish any of the elements of liability in any further litigated proceedings, whether in the Action or any other judicial proceeding.

5.4 Class Counsel shall file the Settlement and Release Agreement in the Court and move for Preliminary Approval, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit 4, or an order substantially similar to such form, which shall, *inter alia*:

- (a) Stay all proceedings in the Court, other than those related to approval of the Settlement;
- (b) Preliminarily certify the Settlement Class for Settlement purposes only and preliminarily approve the Settlement ;
- (c) Appoint Named Plaintiffs as the Class Representative for Settlement purposes only;

- (d) Appoint Class Counsel as counsel of the Settlement Class, for Settlement purposes only;
- (e) Approve the Notice Program;
- (f) Approve the form and contents of a long-form notice (the “Long Form Notice”) to be posted on the Settlement Website substantially similar to the one attached hereto as Exhibit 3, and a short-form, summary notice to be emailed where possible and mailed to Settlement Class Members (the “Short Form Notice”) substantially similar to the one attached hereto as Exhibit 2, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the Settlement set forth in this Agreement, a description of the different Settlement Benefits available to Settlement Class Members, instructions for how to object to or submit a Request for Exclusion from the Settlement, and the date, time and place of the Final Approval Hearing;
- (g) Appoint the Settlement Administrator, Simpluris, Inc.;
- (h) Schedule an appropriate Opt-Out Deadline, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice; and
- (i) Schedule the Final Approval Hearing.

5.5 Defendant will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Agreement as Exhibit 4 and is otherwise consistent with this Agreement.

5.6 Class Counsel and Defendant’s counsel shall request that the Court hold a Final Approval Hearing after notice is completed and approximately 150 days after the entry of the Preliminary Approval Order, subject to the Court’s availability, and grant Final Approval of the Settlement set forth herein.

5.7 After the Preliminary Approval, Plaintiffs shall move for Final Approval of the Settlement no later than 30 days prior to the Final Approval Hearing. Plaintiffs’ motion shall attach a proposed Final Approval Order and Judgment substantially in the form of **Exhibit 5** hereto and shall, among other things:

- (a) Determine that the Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for Settlement purposes only;
- (c) Determine that the Notice Program satisfied due process requirements;

- (d) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of the Agreement from asserting any of the Released Claims;
- (e) Release and forever discharge Defendant and the Released Parties from the Released Claims, as provided for in this Agreement; and
- (f) Determine whether and to what extent to approve Class Counsel's application for an Attorneys' Fees and Expenses Award and for Class Representative Awards to the Named Plaintiffs.

5.8 For the Effective Date to occur, the Court must enter a Final Approval Order and Judgment:

- (a) approving this Settlement Agreement without modification (except insofar as the Parties have agreed to such modification) as fair, reasonable and adequate to the Settlement Classes and direct its consummation according to its terms;
- (b) finding that the form and manner of notice implemented pursuant to this Settlement Agreement constitutes the best notice practicable under the circumstances; constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of Plaintiffs' claims, the terms of the proposed Settlement, the right to object to the proposed Settlement, the right to exclude themselves from the proposed Settlement, and the right to appear at the Final Approval Hearing; constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and meets the requirements of due process and applicable rules of civil procedure;
- (c) finding that all members of the Settlement Classes (except those who have timely and validly excluded themselves) shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue;
- (d) directing that upon the Effective Date, judgment be entered dismissing the Action with prejudice;
- (e) incorporating the release and covenant not to sue set forth in the Settlement Agreement, and forever barring any claims or liabilities related to any Released Claims; and
- (f) retaining continuing and exclusive jurisdiction over matters relating to the interpretation, administration, implementation, and enforcement of this Settlement Agreement.

VI. Notice Program

6.1 Within ten (10) business days after the later of entry of the Preliminary Approval Order and provision of detailed wiring instructions and an executed W-9 form by the Settlement Administrator Defendant will advance to the Settlement Administrator the estimated costs for Notice and Administration Expenses, which will be credited toward the Settlement Sum to be paid by Prudential.

6.2 Within ten (10) business days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of Settlement Class Members in an Excel spreadsheet that includes, to the extent available, the name, email address, and mailing address of each Settlement Class Member as reflected in Defendant's business records. The Settlement Administrator shall cause notice to be disseminated to the Settlement Class pursuant to the Preliminary Approval Order and the Notice Program as described herein, the costs of which shall be the Administrative Costs.

6.3 Within twenty-five (25) days of the Settlement Administrator's receiving the Settlement Class Member data described in Paragraph 6.2, notice shall be provided to the Settlement Class as follows:

- (a) The Settlement Administrator shall email the Short Form Notice to Settlement Class Members who have known valid email addresses. E-mails sent shall have a "return receipt" or other such function that permits the Settlement Administrator and/or its mailing agent to reasonably determine whether e-mails have been delivered and/or opened. E-mails shall have a hyperlink that Settlement Class Member recipients may click and be taken to a landing page on the Settlement Website that contains the Class Notice and Claim Form, and they will also have a scannable Quick Response or "QR" code.
- (b) The Settlement Administrator shall mail the Short Form Notice via First Class U.S. mail to all Settlement Class Members, including those for whom known valid email addresses are available. The Short Form Notice will also print the link to the Settlement Website and have a scannable QR code that will direct individuals to a landing page on the Settlement Website that contains the Class Notice and Claim Form. Before mailing the Short Form Notice, the Settlement Administrator shall conduct a National Change of Address (NCOA) search and update the mailing addresses of Settlement Class Members accordingly. The Settlement Administrator shall also make reasonable efforts to find updated addresses for any Short Form Notice returned as undeliverable and, if found, re-mail the Short Form Notice to the new address within ten (10) days of receipt of the notification of undeliverability. The response deadlines shall be extended by 14 days for Settlement Class Members sent a re-mailed Short Form Notice.

- (c) The Settlement Administrator shall establish a dedicated Settlement Website. The Settlement Administrator shall post copies of the Short Form Notice and Long Form Notice approved by the Court and the Claim Form, on the website. The Settlement Administrator shall also post this Agreement, the Motion for Preliminary Approval of the Settlement, the Motion for Final Approval of the Settlement, and the Preliminary Approval Order, the Motion for the Attorneys' Fees and Expenses Award and Class Representative Awards, and the Final Approval Order and Judgment. The Settlement Administrator shall maintain and update the website throughout the settlement administration.
- (d) The Settlement Website will provide an option for Settlement Class Members to use their unique codes to upload objections to the Settlement or to upload their Requests for Exclusion.
- (e) The Settlement Administrator shall make available a toll-free number with interactive voice recognition, FAQs, and an option to speak to a live operator to address inquiries from Settlement Class Members.

6.4 The Notice Program shall be subject to approval by the Court. The Settlement Administrator may adjust the Long Form Notice and Short Form Notice approved by the Court in consultation with and agreement of the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval; however, no such adjustments may be implemented without prior approval of the Court. Before the Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate declaration from the Settlement Administrator demonstrating compliance with the court-approved Notice Program.

6.5 The Notice Program shall commence within thirty (30) days of the entry of the Preliminary Approval Order and shall be completed as set forth therein.

6.6 In conformance with the time limitations set forth in 28 U.S.C. § 1715(b), the Settlement Administrator, within 10 days after the filing of the motion for preliminary approval, will cause the CAFA Notice to be prepared and sent to the appropriate officials.

6.7 No later than 21 days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court an affidavit or a declaration stating that the Notice required by the Settlement Agreement has been given in accordance with the terms of the Preliminary Approval Order.

VII. Exclusions/Opt-Outs

7.1 Each Settlement Class Member wishing to opt-out from the Settlement Class must individually sign and timely send a Request for Exclusion via: (1) U.S. mail, to the address designated by the Settlement Administrator; (2) e-mail, to the e-mail address designated by the Settlement Administrator; or (3) the Settlement Website, using a form prepared by the Settlement Administrator and made available for download and/or completion on the Settlement Website.

7.2 For a Request for Exclusion to be properly completed and executed, it must: (a) state the Settlement Class Member's full name, address, telephone number, and email address (if applicable); (b) contain the Settlement Class Member's personal signature or the signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Action (such as a trustee, guardian, or other person acting under a power of attorney); and (c) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member; *i.e.*, one request is required for each Settlement Class Member seeking exclusion.

7.3 To be effective, a Request for Exclusion must be postmarked, emailed, or submitted online no later than the Opt-Out Deadline.

7.4 Within fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of the completed Requests for Exclusion. Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

7.5 All Persons who Opt-Out from the Settlement Class shall not receive any benefits of or be bound by the terms of this Agreement. All Persons falling within the definition of the Settlement Class who do not Opt-Out shall be bound by the terms of this Agreement and the Final Approval Order entered thereon.

VIII. Objections

8.1 Each Settlement Class Member who does not file a timely Request for Exclusion may send an Objection Notice or may appear at the Final Approval Hearing to state an objection. The Class Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their Objection Notices to the Settlement Administrator by mail, email, or via upload to the Settlement Website, or appear at the Final Approval Hearing. The Long Form Notice shall make clear that the Court can only approve or deny the Agreement and cannot change the terms. The Class Notice shall advise Settlement Class Members of the Objection Deadline.

8.2 Any Settlement Class Member who submits an Objection Notice must include in any such Notice: (i) his/her full name, address, telephone number, and e-mail address; (ii) the case name and number of the Action; (iii) the reason for the objection; (iv) the objector's signature or the signature of someone authorized to sign on the objector's behalf; (v) the case name and civil action number of any other objections the objector or his or her counsel have made in any other class action cases in the last 4 years; and (vi) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, and telephone number of his/her counsel. Counsel for any objector must enter a Notice of Appearance no later than 14 days before the Final Approval Hearing.

8.3 Any Settlement Class Member who fails to timely submit to the Settlement Administrator an Objection Notice by mail, email, or via the Settlement Website or appear at the Final Approval Hearing shall not be permitted to object to the approval of the Agreement and shall be foreclosed from seeking any review of the Agreement or the terms of the Agreement by appeal or other means. To be timely submitted, an Objection Notice must be postmarked, emailed, or submitted online no later than the Objection Deadline. The Court, in its discretion, may permit discovery of any objector.

8.4 If the date for the Final Approval Hearing is changed, the Settlement Administrator will post the new hearing date on the Settlement Website and will provide notice of the new hearing date to Settlement Class Members who submitted timely objections to the Settlement.

8.5 Settlement Class Members cannot both object to and exclude themselves from this Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Members who submit both a Request for Exclusion and an Objection Notice at least one time by email or, if no email address is available, by telephone where a telephone number is available, or by regular U.S. mail to give the Settlement Class Members an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until fourteen (14) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding his or her final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Agreement and fails to follow up regarding their final choice will be deemed to have excluded themselves from the Settlement and will be considered to have forfeited their objection.

IX. Administration of the Settlement Fund

9.1 The Settlement Administrator shall establish the Settlement Fund in a non-interest-bearing account. The Settlement Administrator shall administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund (“QSF”) as defined in Treasury Regulation § 1.468B-1, *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. Defendant shall not have any other financial obligation under the Agreement. In addition, under no circumstances will Defendant have any liability for taxes or tax expenses under the Agreement.

9.2 In consideration of the releases, covenants, and other agreements set forth in this Settlement Agreement, Prudential shall pay the Settlement Sum, less the costs previously advanced to the Settlement Administrator, into the QSF by check or wire transfer within 30 days after Preliminary Approval, provided that, at least 20 days prior to payment of the Settlement Sum, Prudential has received from the Settlement Administrator written instructions specifying the payee, tax ID number, wire transfer instructions and/or physical address for delivery of the check with a contact person name and phone number and an executed W-9 form (if necessary).

9.3 The Settlement Administrator shall pay any additional notice and administration costs, Class Representative Awards (if any), and the Attorneys’ Fees and Expenses Awards (if any) out of the Settlement Fund within five (5) days of the Effective Date, or within five (5) days

after the Court awards such Attorneys' Fees and Expenses Award and Class Representative Award, whichever is later.

9.4 The Settlement Administrator shall also determine the Settlement Awards to be paid to the Settlement Class Members according to the procedure set forth herein.

9.5 Neither Prudential nor its counsel shall have any role or responsibility in allocating or challenging the payment of distributions from the Settlement Fund.

9.6 Settlement Awards. The Net Settlement Fund shall be distributed between all Settlement Class Members who submit a valid claim form. Each Settlement Class Member's eligibility for monetary relief will be based in part on whether the claimant has documented out-of-pocket losses, whether their Social Security number was exposed, whether they are eligible for a California CCPA payment, or whether, absent any of the above, they are still a verified Settlement Class Member. Additionally, all other claimants with no out-of-pocket losses, no Social Security numbers exposed, or no California CCPA payment will share the remainder of the fund on a *pro rata* basis. No settlement funds shall revert to Defendant. The Claim Form allows eligible claimants to receive their settlement payment via a simple online or check payment option.

9.7 Settlement Class Members will be notified of the option to receive digital payment (such as Venmo, PayPal, or other options) in the Short Form Notice and will be directed to the Settlement Website to provide their preference. The Settlement Administrator shall distribute Settlement Awards by electronically transferring funds or mailing checks no later than thirty (30) days after the Effective Date. No Settlement Awards will be distributed without authorization from the Settling Parties. Settlement Award checks shall be valid for a period of ninety (90) days from issuance, and shall state, in words or substance, that the check must be cashed within ninety (90) days, after which time it will become void. To the extent that a Settlement Check is not cashed within the specified time period after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) re-issue a check or mail the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued settlement checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

9.8 The Settlement Administrator shall, within ten (10) days of receipt of notice of digital payment failure or of unclaimed digital payment, mail a paper check for the Settlement Award to each Settlement Class Member whose digital payment failed or who has not claimed their digital payment. In either event, the payment shall be subject to the issuance procedures set forth above in 9.6.

9.9 If there is any balance remaining in the Settlement Fund Account ninety (90) days after the Settlement Administrator completes the process for stopping payment on any Settlement

Award checks that remain uncashed, Class Counsel shall use its discretion regarding the proper distribution of remaining funds, including potentially making a second distribution to claimants on a “flat-rate” or other basis wherein all claimants are treated equitably, regardless of bucket claimed, for the sole purpose of a second distribution, or determining that the remaining funds will be distributed to a *cy pres* recipient approved by the Court. The Settling Parties propose the Electronic Privacy Information Center (“EPIC”) as the *cy pres* recipient. EPIC is a 501(c)(3) nonprofit that advocates for consumer privacy protections. Neither the Settling Parties nor their counsel are affiliated with EPIC. In no event shall any of the Settlement Fund revert to Defendant.

9.10 No Person shall have any claim against the Settlement Administrator, Defendant, Defendant’s Counsel, Class Counsel, and/or the Named Plaintiffs based upon distributions of benefits to Settlement Class Members.

9.11 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court an affidavit or a declaration stating that the Notice required by the Settlement Agreement has been given in accordance with the terms of the Preliminary Approval Order.

9.12 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court an affidavit or declaration stating that the CAFA Notice has been given in accordance with the statutory requirements.

X. Releases

10.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member that did not submit a valid Request for Exclusion, and each Named Plaintiff, whether or not they received a Settlement Award, will be deemed by this Agreement and by operation of the Final Approval Order to have fully, finally, completely and unconditionally released, forever discharged, and acquitted the Released Parties from any and all of the Released Claims, and each Settlement Class Member, including each Named Plaintiff, will be deemed to have also released Unknown Claims.

10.2 The Agreement shall be the sole and exclusive remedy for any and all Released Claims, including Unknown Claims, of Settlement Class Members. Upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Party any claims that are released by operation of the Agreement and the Final Approval Order.

10.3 With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Releasing Parties expressly have, and by operation of the Final Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that they release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such addition or different facts. Plaintiffs and Defendant acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

10.4 Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Released Claims; if involuntarily included in any such class action, they will not participate therein; and they will not assist any third party in initiating or pursuing a class action lawsuit in respect of any Released Claims.

10.5 The releases set forth in this Section may be raised as a complete defense and bar to any action or demand brought in contravention of this Settlement Agreement, including but not limited to any and all future claims for contribution or indemnity (and related claims where the injury to the non-settling defendants is their liability or risk of liability to Settlement Class Members) related to the Released Claims.

10.6 It is expressly understood and acknowledged by the Parties that the release and covenant not to sue set forth in this Section together constitute essential and material terms of the Settlement Agreement to be included in the proposed Final Approval Order and Judgment.

10.7 Upon entry of the Final Approval Order, Defendant shall have fully, finally, and forever released, relinquished, and discharged as against Named Plaintiff, all claims arising out of, relating to or in connection with the institution, prosecution, assertion, defense, settlement, or resolution of the Action (excluding, for avoidance of doubt, any claims to enforce the Settlement or the Final Approval Order and Judgment).

XI. Attorneys’ Fees and Class Representative Award

11.1 Class Counsel shall apply to the Court for an Attorneys’ Fees and Expenses Award. Class Counsel will seek attorneys’ fees in an amount not to exceed one-third of the Settlement

Sum, or One Million Five Hundred and Eighty-Six Thousand Seven Hundred and Fifty Dollars (\$1,586,750.00). Class Counsel will also seek reimbursement of reasonable costs incurred of up to Fifty Thousand Dollars (\$50,000) in prosecuting this action from the Settlement Fund. The Attorneys' Fees and Expenses Award will be payable solely from the Settlement Fund. Class Counsel will serve Defendant's Counsel with such application no later than sixty (60) days after the Court issues an Order granting Preliminary Approval. Defendant shall take no position with regard to Class Counsel's application for an Attorneys' Fees and Expenses Award if the application complies with the provisions of this section.

11.2 Class Counsel shall apply to the Court for a Class Representative Award of \$2,000 for the Named Plaintiffs, payable solely from the Settlement Fund. Class Counsel will serve Defendant's Counsel with such application no later than sixty (60) days after the Court enters the Preliminary Approval Order. Defendant shall take no position with regard to Class Counsel's application for Class Representative Award to the extent it does not exceed \$2,000 for each Named Plaintiff.

11.3 The Settlement Administrator shall pay through wired deposits the Attorneys' Fees and Expenses Award (if any) and Class Representative Award (if any) from the Settlement Fund to Class Counsel within five (5) days of the Effective Date, or within five (5) days after the Court awards such Attorneys' Fees and Expenses Award and Class Representative Awards, whichever is later. Class Counsel will instruct the Settlement Administrator as to the payment directions for the Attorneys' Fees and Expenses Award and the Class Representative Award.

11.4 The finality or effectiveness of this Agreement shall not depend upon the Court awarding any particular Attorneys' Fees and Expenses Award or Class Representative Awards. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of the Attorneys' Fees and Expenses Award and/or Class Representative Awards shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Agreement.

11.5 With the sole exception of Prudential causing the payment of the Settlement Sum into the QSF, Prudential shall have no responsibility for, shall take no position with respect to, and have no liability whatsoever with respect to, any payment whatsoever to Class Counsel or allocation among Class Counsel. The sole source of any payment of attorneys' fees shall be the Settlement Fund.

XII. Conditions of Settlement, Cancellation, or Termination

12.1 This Agreement is subject to and conditioned upon the occurrence of all of the following events:

- (a) The Court's entry of a Preliminary Approval Order;
- (b) The Court's entry of a Final Approval Order and Judgment; and
- (c) The occurrence of the Effective Date.

12.2 In the event that the Court declines to preliminarily or finally approve the Agreement, or the Court (or any other court) requires material modifications of the Settlement Agreement, and the Parties do not jointly agree to accept the Settlement Agreement as judicially modified or are unable to jointly agree to modify the Settlement Agreement for resubmission to the Court for approval as contemplated in 12.3, Plaintiffs and Defendant shall have the right to terminate the Agreement by providing written notice of his, her or its election to do so (“Termination Notice”), through counsel, to all other Parties hereto within 7 days.

12.3 In the event the Agreement is not preliminarily or finally approved by the Court, or if final approval is reversed on appeal, the Settling Parties shall attempt to negotiate in good faith the terms of a new settlement agreement that, as closely as possible, approximates the provisions contained in this Agreement while addressing the issues that prompted the denial or reversal.

12.4 In the event of termination, this Agreement shall have no force or effect and the Parties’ rights and defenses shall be restored, without prejudice, to their respective positions as if this Settlement Agreement had never been executed, and any orders entered by the Court in connection with this Settlement Agreement shall be vacated.

12.5 In the event of termination, the Settlement Fund (including the accrued interest thereon), less any Notice and Administration Expenses actually incurred or paid, and less any Taxes paid or due or owing, shall be refunded to Defendant in accordance with instructions provided by Defendant to Class Counsel no later than 7 days after termination.

12.6 Defendant shall have the unilateral right to terminate the Agreement and all of its payment obligations hereunder, except notice and settlement administration costs actually incurred, if more than the agreed upon percentage of Persons in the Settlement Class elect to exclude themselves from the Settlement Class pursuant to this Agreement. Defendant may exercise this right only by delivering written notice of intention to terminate to Class Counsel no later than ten (10) days following Defendant’s receipt from the Settlement Administrator of the list containing all Opt-Outs referred to in Paragraph 7.4. Should this Agreement be terminated pursuant to this provision, the Parties will be restored to their respective litigation positions prior to the Mediation that led to this Agreement.

XIII. Miscellaneous Provisions

13.1 The Settling Parties and their counsel agree to undertake their best efforts and mutually cooperate to effectuate this Agreement, and the terms of the proposed Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.2 The Settling Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Agreement compromises claims that are contested and shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties each agree that the Settlement and this Agreement were

negotiated in good faith and at arm's length by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel.

13.3 This Agreement may be amended only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments may be made without additional notice to the Settlement Class Members unless such notice is required by the Court. No amendment to the Settlement Agreement may be made without Court approval once the Court has considered the Motion for Preliminary Approval.

13.4 Except as otherwise provided, this Agreement contains the entire agreement between the Settling Parties and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Settling Parties to this Agreement. The terms of this Agreement are and shall be binding upon each of the Settling Parties to this Agreement, their agents, attorneys, employees, successors, and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.5 This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey. The Court will retain jurisdiction over the Settling Parties to enforce the Settlement until performance in full of the terms of the Agreement.

13.6 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Settling Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13.7 Except as otherwise specifically provided for herein, each party shall bear their own attorney's fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Agreement.

13.8 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other their attorneys' fees and costs, including expert witness fees.

13.9 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13.10 As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

13.11 Any individual signing this Agreement on behalf of any Person represents and warrants that he or she has full legal right, power, and authority to execute and enter into the terms and conditions of this Agreement on behalf of such Person.

13.12 The Settling Parties, and each of them, acknowledge, warrant, represent, and agree that in executing and delivering this Settlement Agreement, through their counsel, they do so freely, knowingly, and voluntarily, that they had an opportunity to and did discuss its terms and their implications with legal counsel, that they are fully aware of the contents and effect of this settlement, and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has received independent legal advice with respect to the advisability of entering into this Settlement Agreement and the Releases, the legal effects of this Settlement Agreement and the Releases, and fully understands the effect of this Settlement Agreement and the Releases.

13.13 The Settling Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, and arrived at this Agreement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator.

13.14 The Settling Parties agree to submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

13.15 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408 and its state law equivalent.

13.16 Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Settling Party to any other Settling Party shall be in writing and delivered by email, if to Defendant to the attention of the Defendant's Counsel, or if to the Named Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify.

13.17 This Agreement may be executed by the Settling Parties or their authorized representatives in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

13.18 The Settling Parties agree and acknowledge that this Agreement carries no precedential value and is the result of extensive, arms-length negotiations.

13.19 The Settling Parties represent and warrant that they have not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest to or in any of the Released Claims.

IN WITNESS THEREOF, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

Connie Boyd, *individually and
as a Class Representative*

Signature: _____

Date: _____

Defendant's Counsel on behalf of Prudential
Financial, Inc.

Signature: _____

Date: _____

Gina Adinolfi, *individually and
as a Class Representative*

Signature: _____

Date: _____

John Moss, *individually and
as a Class Representative*

Signature: _____

Date: _____

Stephanie Demaro, *individually and
as a Class Representative*

Signature: _____

Date: _____

Roger Menhennett, *individually and
as a Class Representative*

Signature: _____

Date: _____

Plaintiffs' Counsel

Kevin Laukaitis

Signature:  _____

Date: May 30, 2025

Andrew J. Sciolla

Signature: _____

Date: _____

Daniel Srourian

Signature: _____

Date: _____

Joseph J. DePalma

Signature: Joseph J. DePalma

Date: May 30, 2025

Steven M. Nathan

Signature: _____

Date: _____

Daniel Srourian

Signature: _____

Date: _____

Joseph J. DePalma

Signature: _____

Date: _____

Steven M. Nathan

Signature: Steven Nathan

Date: May 30, 2025

Plaintiffs' Counsel

Kevin Laukaitis

Signature: _____

Date: _____

Andrew J. Sciolla

Signature: Andrew Sciolla

Date: May 30, 2025

Daniel Srourian

Signature: _____

Date: _____

Joseph J. DePalma

Signature: _____

Date: _____

Steven M. Nathan

Signature: _____

Date: _____

Plaintiffs' Counsel

Kevin Laukaitis

Signature: _____


Date: _____

Andrew J. Sciolla

Signature: _____

Date: _____

Daniel Srourian

Signature:  _____

Date: 05/30/25 _____

Joseph J. DePalma

Signature: _____

Date: _____

Steven M. Nathan

Signature: _____

Date: _____

IN WITNESS THEREOF, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

Connie Boyd, *individually and
as a Class Representative*

Signature: _____

Date: _____

Defendant's Counsel on behalf of Prudential
Financial, Inc.

Signature: *Dee Muddery*

Date: 5/30/2025

Gina Adinolfi, *individually and
as a Class Representative*

Signature: _____

Date: _____

John Moss, *individually and
as a Class Representative*

Signature: _____

Date: _____

IN WITNESS THEREOF, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

*Connie Boyd, individually and
as a Class Representative*

Signature: _____

Date: _____

Defendant's Counsel on behalf of Prudential
Financial, Inc.

Signature: _____

Date: _____

*Gina Adinolfi, individually and
as a Class Representative*

Signature: _____

Date: _____

*John Moss, individually and
as a Class Representative*

Signature: *john moss* _____

Date: *30-May-2025* _____

Stephanie Demaro, *individually and
as a Class Representative*

Signature:  Stephanie Demaro (May 30, 2025 15:02 EDT)

Date: 30-May-2025

Roger Menhennett, *individually and
as a Class Representative*

Signature: _____

Date: _____


Anthony Guissarri, *individually and
as a Class Representative*

Signature: _____

Date: _____

IN WITNESS THEREOF, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

Connie Boyd, *individually and
as a Class Representative*

Signature: 
Constance Boyd (May 30, 2025 13:40 CDT)

Date: 05/30/25

Defendant's Counsel on behalf of Prudential
Financial, Inc.

Signature: _____

Date: _____

Gina Adinolfi, *individually and
as a Class Representative*

Signature: /s/ Daniel Srourian as attorney-in-fact for Gina Adinolfi

Date: May 30, 2025

John Moss, *individually and
as a Class Representative*

Signature: _____

Date: _____

Stephanie Demaro, *individually and
as a Class Representative*

Signature: _____

Date: _____

Roger Menhennett, *individually and
as a Class Representative*

Signature: Roger Menhennett
Roger Menhennett (May 30, 2025 17:21 EDT)

Date: 05/30/25

Anthony Guissarri, *individually and
as a Class Representative*

Signature: Andrew Sciolla as attorney-in-fact for Anthony Guissarri

Date: 05-30-2025