

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated April 1, 2026, is entered into by and between Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, (collectively “Plaintiffs”), individually and on behalf of the Settlement Class, and STIIIZY, Inc. (“Stiiizy” or “Defendant”) and, together with Plaintiffs, the (“Settling Parties”). This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, between January 17, 2025, and January 22, 2025, four separate class actions were filed against Defendant in the United States District Court for the Central District of California (“Court”);

WHEREAS, on January 17, 2025, the Plaintiff in *Bradley Anderson v. Stiiizy, Inc.*, 2:25-cv-00420-GW-SSC filed a voluntary dismissal of that case;

WHEREAS, on February 27, 2025, Plaintiff’s Counsel in *G.E. v. Stiiizy, Inc.*, 2:25-cv-00490-GW-SSC and *Krauth v. Stiiizy, Inc.*, 2:25-cv-00517-GW-RAO filed a motion with the Court requesting that the Court consolidate the three remaining cases and appoint Yana Hart of Clarkson Law Firm, P.C. and Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, as Interim Co-Lead Counsel;

WHEREAS, on April 14, 2025, the Court consolidated the three remaining cases (“First Consolidated”) for all purposes, and appointed Yana Hart and Thomas E. Loeser as Interim Co-Lead Counsel;

WHEREAS, on May 20, 2025, Defendant removed a related case (“Removed Case”) from the Superior Court of Los Angeles to the Court. Prior to removal several cases had been consolidated into the Removed Case;

WHEREAS, on July 3, 2025, Plaintiffs in the First Consolidated Cases, along with select Plaintiffs from the Removed Case, filed a Consolidated Class Action Complaint (“CCAC”), asserting claims against Defendant as follows:

On behalf of a nationwide class for: Violation of the California Confidentiality of Medical Information Act (“CMIA”), Negligence, Invasion of Privacy, Breach of Implied Contract, Unjust Enrichment, and Declaratory Judgement and Injunctive Relief under the Declaratory Judgement Act (“DJA”).

On behalf of a California subclass for: Violation of the California Unfair Competition Law (“UCL”), Violation of the California Consumer Privacy Act (“CCPA”), Violation of the California Consumer Legal Remedies Act (“CLRA”), and Violation of the California Customer Records Act (“CCRA”);

WHEREAS, on August 7, 2025, the Settling Parties stipulated to consolidate (and the Court so ordered) all remaining cases into one action titled *In Re: STIIIZY Inc., Data Breach Security Litigation* (MCF No. 2:25-cv-00490), and to adopt the July 3, 2025, filed CCAC as the Operative Complaint;

WHEREAS, on November 17, 2025, the parties participated in a mediation with respected mediator, Jill Sperber of Judicate West, and they reached a settlement in principle shortly thereafter with the assistance of Ms. Sperber;

WHEREAS, on November 24, 2025, the parties filed a Joint Post-Mediation Case Status Report, wherein they notified the Court of reaching a settlement in principle, and Plaintiffs also notified the Court of their intent to file a motion for preliminary approval of the settlement on or before February 20, 2026, which was continued by Court order to April 3, 2026;

WHEREAS, by executing this Agreement, the parties intend to settle and dispose of the Action, fully and completely, both individually and on a classwide basis, as more fully set forth in this Agreement;

WHEREAS, the Court will be asked to certify for settlement purposes only, in accordance with the terms of this Agreement, a Nationwide Settlement Class, and California Subclass, as defined below;

WHEREAS, for settlement purposes only, Stiiizy agrees not to oppose certification of a Nationwide Class preliminarily defined as, “All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025” and a California Subclass defined as, “All persons who were citizens of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025;”

WHEREAS, Stiiizy represents that it caused notice of the Data Security Incident to be sent, via direct mail and/or electronically, to 387,555 individuals, of which 232,578 were California residents at the time of the Data Security Incident;

WHEREAS, Plaintiffs and Defendant, through their respective counsel, have thoroughly analyzed both the underlying events and claims alleged in the Action and the potential defenses thereto;

WHEREAS, the mutual costs, risks, and hazards of continuing to prosecute and defend the Action have led Plaintiffs and Defendant to resolve the matter by way of settlement;

WHEREAS, Plaintiffs’ Counsel believe this settlement is fair, reasonable, and adequate and in the best interests of the Plaintiffs and all members of the Settlement Class, taking into account the benefits of the settlement and the risks and delay of further litigation, and considering the strengths and weaknesses of Plaintiffs’ claims and Defendant’s defenses, and considering Stiiizy’s finances;

WHEREAS, Defendant has denied and continues to deny each and every claim and contention alleged in the Action. Stiizy asserts that it has complied with all applicable provisions of federal and state statutory and common law;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court, the Action and Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

I. DEFINITIONS

1.1 “**Action**” means the litigation *IN RE: STIIZY INC., DATA BREACH SECURITY LITIGATION* Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.), which is pending before the Court as of the date of this Agreement.

1.2 “**Agreement**” or “**Settlement Agreement**” means this settlement agreement.

1.3 “**Claims Administration**” means the issuing of notice of this settlement to Class Members, the receipt and processing of any opt-outs and/or objections and the processing and payment of Settlement Claims received from Settlement Class Members by the Claims Administrator.

1.4 “**Claims Administrator**” means Eisner Advisory Group, LLC (“EAG”), which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.5 “**Claims Deadline**” means the postmark and/or online submission deadline for valid Settlement Claims submitted pursuant to ¶ 2 below. The Claims Deadline is seventy five (75) days after the Notice Commencement date.

1.6 “**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**.

1.7 “**Claimant**” means a Settlement Class Member who submits a valid Claim Form for a Settlement Payment.

1.8 “**Class Members**” means all persons who are part of the Nationwide Class (including members of the California Subclass), with the Nationwide Class defined as, “All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025,” and a California Subclass defined as, “All persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025.” 387,555 individuals were notified of the breach, of which an estimated 232,578 were California residents at the time of the Data Security Incident.

Excluded from the Class are officers and directors of Defendant, Class Counsel, the presiding judges, and any members of the presiding judges' immediate family and judicial staff.

1.9 “**Costs of Claims Administration**” means all actual reasonable costs and expenses associated with or arising from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all Costs of Claims Administration subject to approval by Class Counsel.

1.10 “**Court**” means the United States District Court for the Central District of California.

1.11 “**Data Security Incident**” means the data breach disclosed by Defendant on or around January 7, 2025, which is the subject of this Action.

1.12 “**Effective Date**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award, expenses reimbursed, 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.

1.13 “**Email Notice**” means the email that will direct recipients to the Settlement Website and inform Class Members of, among other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing, substantially in the form as shown in **Exhibit B**.

1.14 “**Final Approval of the Settlement**” means an order and judgment that the Court enters and that finally approves the Settlement Agreement without material change to the Settling Parties' agreed-upon proposed Final Approval Order and Judgment substantially in the form as shown in **Exhibit C**.

1.15 “**Final Fairness Hearing**” means the hearing where the Settling Parties will request the Final Approval of the Settlement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the attorneys' fees and expense award, and the service awards.

1.16 “**Judgment**” means a judgment rendered by the Court.

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

1.18 “**Notice Commencement Date**” means thirty (30) days following entry of the Preliminary Approval Order.

1.19 “**Notice Plan**” means steps taken by the Claims Administrator to notify Class Members of the settlement as set forth below.

1.20 “**Objection Date**” means the date by which Settlement Class Members must provide the Claims Administrator with their objection to the Settlement Agreement, consistent with ¶ 7.1, for that objection to be effective. The Objection Date is sixty (60) days after the Notice Commencement Date.

1.21 “**Opt-Out Date**” means the date by which Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark or email receipt date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date is 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 assigns.

1.23 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Class Members, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit E**.

1.24 “**Proposed Settlement Class Counsel**” and “**Class Counsel**” mean the following counsel:

Yana Hart
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

Thomas E. Loeser
COTCHETT, PITRE & McCARTHY, LLP
840 Malcolm Road
Burlingame, CA 94010

1.25 “**Released Claims**” shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that either has been asserted, or could have been asserted by any member of the Settlement Class against Released Persons, based on, relating to, or arising out of the Data

Security Incident. 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 Class Members who have timely excluded themselves from this Settlement using the protocol described herein. For avoidance of doubt, “Released Claims” does not include bodily injury claims. But it does include claims of psychological harms and emotional distress based on, relating to, or arising out of the Data Security Incident.

Class Members also waive all unknown claims based on, relating to, or arising out of any of the legal, factual, or other allegations made in the CCAC, or any legal theories that could have been raised based on the allegations of the CCAC.

The Settling Parties, but not the Class Members, also agree to the broadest general waiver of unknown claims under Section 1542 of the Civil Code of the State of California and any similar laws of any state, jurisdiction, or territory as it relates to the subject matter of the releases in this Agreement. Each of the Settling Parties understands that the facts in respect to which the general release made in this Agreement is given may hereafter turn out to be other than or different from the facts in connection therewith now known or believed by such party to be true; and each of the Settling Parties hereby accepts and assumes the risk of the facts turning out to be different, and agrees that this Agreement shall be, and remain in all respects, effective and not subject to termination or rescission by virtue of any such difference in facts. Said Section 1542 reads as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement. with the debtor or released party.”

1.26 **“Released Persons”** means Defendant and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, advisors, owners, direct and indirect parent corporations, direct and indirect subsidiary corporations, brother or sister corporations, divisions, insurers, reinsurers, shareholders, CV Wellness (dba “Authentic 209”), subrogees and the predecessors, successors, and assigns of any of the foregoing.

1.27 **“Settlement Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 **“Settlement Class Member(s)”** means Class Members who do not timely and validly opt-out of the Agreement by excluding themselves from this settlement proceeding using the protocol described herein.

1.29 **“Settlement Class Representatives” or “Representative Plaintiffs”** means G.E. Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza.

1.30 “**Settlement Fund**” shall mean the fund established by Stiiizy pursuant to ¶ 2.1 of this Agreement, in the amount of \$2,950,000.

1.31 “**Net Settlement Fund**” shall mean the portion of the Settlement Fund remaining after deduction of court-approved attorneys’ fees, notice and administration costs, and service awards.

1.32 “**Settling Parties**” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Settlement Class Members.

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

1.34 “**Short Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit F**, that the Claims Administrator shall disseminate to Class Members by mail who are not reachable by the Email Notice.

1.35 “**United States**” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.36 “**Valid Claims**” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process, as set forth below, or through the process for review and challenge set forth in the section entitled, “Administration of Claims.”

II. SETTLEMENT CLASS BENEFITS

2.1 Settlement Fund. Within thirty (30) days of the Court’s entry of the Preliminary Approval Order, Defendant will fund a non-reversionary cash settlement fund in the amount of \$750,000 for the benefit of Settlement Class Members (the “Settlement Fund”), and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.* The Settlement Fund will be used to pay for: (i) reimbursement for Documented Losses; (ii) Cash Fund Payments in the form of cash benefits for all Settlement Class Members; (iii) costs of notice and claims administration; (iv) credit monitoring and insurance services, (v) service awards; and (vi) attorneys’ fees and litigation expenses. In addition to the \$750,000 initial payment noted above, Defendant will make the following two payments to the Settlement Fund: (1) \$1,100,000 by August 26, 2026, or 30 days after the Court’s entry of the Preliminary Approval Order, whichever is later; and (2) \$1,100,000 by September 30, 2026, or 30 days after the Court’s entry of the Preliminary Approval Order, whichever is later.

2.2 Class Members who submit valid and timely Claim Forms have the option to choose, in addition to the Credit Monitoring and Insurance Services (“CMIS”) benefits, either a pro rata cash payment or a Documented Loss claim. For Class Members who submit a Documented Loss claim, if the claim is denied, they will automatically be treated as having submitted a claim for pro rata cash payment.

2.3 Reimbursement for Documented Losses. Class members may submit a Claim Form for Documented Losses up to \$7,500.00 per individual.

- a) “Documented Losses” are unreimbursed out-of-pocket costs or expenditures incurred by a Class Member that are reasonably related to the Data Security Incident. Documented Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member’s personal information; (2) other miscellaneous expenses incurred related to any Documented Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after October 10, 2024 (or the earliest verifiable date the Data Security Incident occurred) through the date of the Settlement Class member’s claim submission.
- b) Settlement Class Members who elect to submit a claim for reimbursement of documented losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) reasonable documentation supporting their claimed losses (such as receipts, account statements, or other third-party records); and (3) a brief explanation describing the claimed loss, if the nature of the loss is not apparent from the documentation alone. “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. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a Documented Loss claim.
- c) If the award for a Settlement Class Member claiming Documented Losses would for any reason be less than the pro rata Cash Fund Payment that would otherwise be awarded under ¶¶ 2.4 and 10.3, below, the Class member will be awarded the larger amount.

- d) If Settlement Claims for Documented Losses exhaust the Settlement Fund, then the amounts to be paid shall be reduced pro rata such that Stiiizy's maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

2.4 Pro Rata Cash Fund Payment. In the alternative to the Documented Loss Claim, Settlement Class Members may choose to receive a *pro rata* share of the Net Settlement Fund. Settlement Class Members can submit a Claim Form and receive a "Cash Fund Payment" which will be calculated as set forth below in ¶ 10.3.

2.5 Credit Monitoring and Insurance Services. In addition to electing one of the above Settlement Payments in ¶ 2.3 or 2.4, Settlement Class Members may elect to receive two years of the CMIS. This will include Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services. A Participating Settlement Class Member who chooses CMIS and already maintains a credit monitoring service may elect to defer their enrollment in the CMIS for a period of 12 months for no additional charge. The CMIS will include the following services to be provided to each Participating Settlement Class Member who chooses the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile.

2.6 Equitable Relief: For a period of at least three years following the execution of this Settlement Agreement, Defendant agrees to implement certain business practices described in a confidential declaration to be provided by Defendant to Class Counsel in advance of the filing of the Preliminary Approval Motion which, will be available to be filed under seal if the Court directs the Settling Parties to do so. These business practice changes include substantial improvements to Defendant's IT infrastructure, cyber security, and privacy policies and procedures that are intended to improve the privacy and security of Defendant's customers' and Class Members' information.

2.7 Claim Forms. Settlement Class Members seeking reimbursement under ¶ 2.4 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as **Exhibit A**, postmarked, emailed, or submitted online on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization will not be required.

2.8 Residual Funds / Pro Rata Reduction. In the event that compensation for Losses, Cash Fund Payments, Costs of Claims Administration, service awards to Class Representatives, and attorneys' fees and litigation expenses do not exhaust the Settlement Fund, the Settling Parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility of using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds shall be paid to a *cy pres* recipient approved by the Court.

2.9 Validity of Claims. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation and/or attestation that may be necessary to reasonably support the Documented Losses described in ¶ 2.3. The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Settlement Claim (e.g., documentation requested on the Claim Form or information regarding the claimed losses). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Settlement Claims will be deemed invalid.

2.9.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Settlement Claim is facially valid, the Claims Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the Settlement Claim. If the defect is not cured, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim for Documented Losses.

2.9.2 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the Claimant, the Settlement Claim is determined to be invalid, then the Claims Administrator will report the results of its determination to counsel for the Settling Parties. Counsel for the Settling Parties shall have the right to review and obtain supporting documentation and challenge such reports, if they believe them to be inaccurate or inadequate. The Claims' Administrator's determination of whether a Settlement Claim is valid shall be binding. For Class Members who submit a Documented Loss claim, if the claim continues to be denied, they will automatically be treated as having submitted a claim for pro rata cash payment.

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Nationwide Class and California Subclass. 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 Nationwide Class and California Subclass provided for herein, will be vacated and the Action shall proceed as though the Nationwide Class and California Subclass 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 Nationwide Class and California Subclass is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

IV. PRELIMINARY APPROVAL

4.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Stiiizy shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in a form substantially similar to the one attached as **Exhibit E**, requesting, among other things:

- a) certification of the Nationwide Class and California Subclass for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of the Notice Plan, Short Notice, Email Notice, and Long Notice;
- f) approval of the Claim Form and claims process; and
- g) appointment of Eisner Advisory Group, LLC as the Claims Administrator.

4.2 The Email Notice, Long Notice, Short Notice, Claim Form, and any notices or documents required by the Class Action Fairness Act (“CAFA”), may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. The Claims Administrator will additionally assist in distribution of any notices or documents required by CAFA to the United States Department of Justice and to State Attorneys General, within ten (10) days after the Parties present this Agreement to the Court for Preliminary Approval. After Court approval, non-substantive revisions to these documents may also be made by the Parties prior to dissemination of notice.

V. NOTICE PLAN

5.1 The Settling Parties selected Eisner Advisory Group, LLC, to be the Claims Administrator, who will be charged with Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the costs of notice, subject to approval by Defendant’s counsel and Class Counsel.

5.2 The Notice Plan shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

5.3.1 Class Member Information. No later than five (5) days after entry of the Preliminary Approval Order, Stiiizy shall provide the Claims Administrator with the name, last known physical address, telephone number, and email address of each Class Member to the extent known (collectively, “Class Member Information”). The Class Member Information and its contents shall be used by the Claims 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 Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, except to administer the settlement as provided in this Settlement Agreement or to provide all data and information in its possession to the Settling Parties upon request.

5.3.2 Settlement Website. Prior to the dissemination of notice, the Claims Administrator shall establish the Settlement Website that will inform 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 operative CCAC filed in the Action; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Long Notice and Claim Form will also be available in Spanish on the Settlement Website. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website will additionally provide copies of relevant notices in both English and Spanish.

5.3.3 Email Notice and Short Notice. Within thirty (30) days following entry of the Preliminary Approval Order, the Claims Administrator shall commence the Notice Plan, including beginning to send the Email Notice to Class Members by email and the Short Notice by U.S. Mail to those Class Members for whom Defendant does not have an email address. The Email Notice and Short Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claims Deadline; the last day of the Opt-Out Period for Class Members to opt out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or application for attorneys’ fees, costs and service awards; the Final Fairness Hearing date; and the Settlement Website address at which Class Members may access this Agreement, the Long Notice, and other related documents and information. Class Counsel and Defendant’s counsel shall insert the correct dates and deadlines into the Email Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Fairness Hearing changes, the Claims Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Class is required if the date or time for the Final Fairness Hearing changes.

5.3.4 Physical Address Traces. The Claims Administrator shall perform reasonable physical address traces for those Email Notices that experience a hard bounce-back or are otherwise identified as undeliverable, incorrect, or nonfunctional email addresses, or for those Short Notices that were originally transmitted via U.S. Mail but which were returned to the Claims Administrator as undeliverable without a forwarding address included. Those Settlement Class members whose physical addresses were identified will be sent a Short Notice via U.S. Mail no later than sixty (60) days before the original date set for the Final Approval Hearing.

5.3.5 Toll Free Help Line. A toll-free help line, with the ability to speak with a live operator, shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the Long Notice, paper Claim Form, and this Settlement Agreement upon request.

5.3.6 Supplemental Media Notice. The Claim Administrator shall also implement a supplemental media notice including digital banner advertisements on websites likely to be visited by potential Class Members and distribution of press releases via PR Newswire and Hispanic Newswire. The Claims Administrator may employ such other media as reasonably necessary to increase reach.

VI. OPT-OUT PROCEDURES

6.1 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 or email address established by the Claims 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 by the Opt-Out Date, or received if by email.

6.2 Persons who submit valid and timely notices of their intent to opt out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not opt out of the Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and Judgment entered thereon.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written objection by the Objection Date. Such objection shall state: (i) the objector's full name and address; (ii) the case name and docket number – *IN RE: STIIZY INC., DATA BREACH SECURITY LITIGATION*, Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.); (iii) information identifying the objector as a Class Member, including proof that the objector is a Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Class Member); (iv) a

written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's hand-written 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. To be timely, written notice of an objection that substantially complies with ¶ 7.1(i)–(vii) must be submitted to the Claims Administrator by either email or USPS mail, to an address indicated on the Notice and Website.

7.2 The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. 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 and not through a collateral attack.

VIII. RELEASES

8.1 Upon the Effective Date, each Settlement Class Member, including Settlement Class Representatives, 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 Settlement Class Representatives, shall directly, indirectly, or in any representative 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 this Settlement Agreement as provided herein) in which any of the Released Claims is asserted. For avoidance of doubt, "Released Claims" does not include bodily injury claims. But it does include claims of psychological harms and emotional distress based on, relating to, or arising out of the Data Security Incident.

8.2 Upon the Effective Date, Stiiizy 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, the Settlement Class Members, and Proposed Settlement Class Counsel of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Stiiizy may have against the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Action, are specifically preserved and shall not be affected by the preceding sentence.

8.3 Notwithstanding any term herein, Stiiizy shall not have, and shall not be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, or Proposed Settlement Class Counsel.

IX. SERVICE AWARDS AND ATTORNEYS' FEES AND EXPENSES

9.1 Subject to Court approval, the Representative Plaintiffs intend to seek a service award amount not to exceed \$2,500 per Representative Plaintiff, for a total of \$15,000. The Parties have no agreement on any service award for the Class Representatives, and Defendant reserves the right to object, if it chooses to do so.

9.2 Plaintiffs intend to seek an award of attorneys' fees not to exceed one-third (1/3rd) of the Settlement Fund (\$983,333). Defendant retains the right to oppose or object to any motion for attorneys' fees. Proposed Settlement Class Counsel shall also seek reasonable litigation expenses approved by the Court, currently estimated at \$30,000. Attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. The Parties have no agreement on attorneys' fees and expenses and Defendant reserves the right to object to any Motion for Attorneys' Fees and Expenses if it chooses to do so. Proposed Settlement Class Counsel shall have sole discretion to allocate and distribute any Court-awarded attorneys' fees, costs, and expenses among themselves or other counsel involved in this action. Stiiizy bears no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Proposed Settlement Class Counsel.

9.3 It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, expenses, or service awards be approved by the Court. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, expenses, or service payments, or any appeal from any order relating thereto, shall not operate to modify, terminate, or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order and the Judgment.

9.4 Unless otherwise ordered by the court, the Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court, within fourteen (14) calendar days after the entry of Final Approval, notwithstanding any appeals. In the event the Final Approval of the Settlement or Judgment (or the order awarding attorneys' fees and expenses) is reversed, vacated, modified, and/or remanded for further proceedings, or otherwise disposed of in any manner other than one resulting in an affirmance, Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall within 15 Business Days of such event, (i) repay to the Claims Administrator, the full amount of attorneys' fees and expenses previously paid that corresponds to the reduction or reversal of the award, but such amount will not include any costs expended by the Claims Administrator as part of its duties already completed or expended. Each firm comprising Class Counsel shall be responsible only for

returning the portion of fees and expenses that it actually received. No interest shall be owed on any such repayment.

9.5 The Claims Administrator shall pay the Service Payments approved by the Court to the Class Representatives from the Settlement Fund, within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the validity review is complete on all claims, whichever is later.

X. ADMINISTRATION OF CLAIMS

10.1 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made valid and timely claims, subject to the individual caps on Settlement Class Member payments set forth in ¶¶ 2.3 and 2.4 above.

10.2 As soon as practicable after the Effective Date, the Claims Administrator will first apply the Net Settlement Fund to pay for CMIS claimed by Participating Settlement Class Members. If Net Settlement Funds remain after paying for the CMIS, the Claims Administrator will next use it to pay all Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the Credit Monitoring and Insurance Services are made shall be referred to as the “Post CM/DL Net Settlement Fund”.

10.3 Cash Fund Payments will be distributed pro rata from Post CM/DL Net Settlement Fund, based on Approved Claims, with California class members receiving double amount. Each Approved Claim submitted by a California resident will receive two shares, and each Approved Claim submitted by a non-California resident will receive one share.

The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members under ¶¶ 2.2-2.4. Proposed Settlement Class Counsel and counsel for Stiiizy shall be given reports as to both Settlement Claims and distribution, and have the right to challenge the Settlement Claims and distribution set forth in the reports, including by requesting and receiving, for any approved Settlement Claim, the name of the Settlement Class Member, a description of the approved Settlement Claim, including dollar amounts to be paid as Documented Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree regarding the disposition of any such Settlement Claim, the Claims Administrator shall follow counsel’s joint direction regarding the disposition of the Settlement Claim. If the Settling Parties cannot agree on the disposition of a Settlement Claim, the Settling Parties, upon the election of either Settling Party, will submit the Settlement Claim for disposition to a jointly agreed-upon impartial third-party claim referee for determination. The Claims Administrator’s determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the dispute resolution process set forth in ¶ 2.9.

10.4 Checks for Valid Claims shall be mailed and postmarked, and electronic payments shall be issued electronically, within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the validity review is complete on all claims, whichever is later.

10.5 All Settlement Class Members who fail to timely submit a Settlement Claim for any benefits hereunder 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.

10.6 No Person shall have any claim against the Claims Administrator, Stiiizy, Proposed Settlement Class Counsel, Settlement Class Representatives, and/or Stiiizy's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

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

10.8 All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Claims Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

- a) The Court has entered the Preliminary Approval Order, as required by ¶ 4.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶ 1.12.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date does not occur, the Settlement Agreement shall be terminated unless Proposed Settlement Class Counsel and Stiiizy's counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to Stiiizy's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). To the extent that the Claims Administrator later receives any Opt-Outs, it shall promptly notify Proposed Settlement Class Counsel and Stiiizy's counsel of the additional Opt-Outs, as well as their postmark date.

11.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Action, which shall include returning all remaining funds not expended by the Claims Administrator as part of the Notice Plan in the Settlement Fund to Stiiizy, 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 Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect and shall not be used in the Action 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 attorneys' fees, costs, expenses, 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, Stiiizy shall be obligated to pay amounts already billed or incurred for costs of notice to the Class, Claims Administration, and dispute resolution pursuant to ¶ 5.1 above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action. In the event any of the releases or definitions set forth in ¶¶ 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and Stiiizy's counsel mutually agree in writing to proceed with the Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement 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.

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises 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 Action 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 Action, except as set forth herein.

12.3 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 is or may be deemed to be or may be used as an admission of, or evidence of (i) the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 in order 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.

12.4 This 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.

12.5 This Settlement Agreement contains the entire understanding between Stiiizy and Plaintiffs individually and on behalf of the Settlement Class Members regarding the settlement of the Action, and this Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between Stiiizy and Plaintiffs, including between counsel for Stiiizy and Class Counsel, in connection with the settlement of the Action. Except as otherwise provided herein, each Settling Party shall bear its own costs.

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

12.7 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.

12.8 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.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

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

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

12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Stiiizy shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check. Request for re-issuance of checks must be made no later than six (6) months after the Effective Date. The Claims Administrator is not obligated to reissue checks after six (6) months their issuance.

12.13 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 The proposed dates and deadlines for the Settlement Agreement are set out further in the Settlement Calendar, attached as Appendix A of the Settlement Agreement, which is incorporated herein.

12.15 A complete list of Exhibits identified for the Settlement Agreement are attached as Appendix B of the settlement agreement, which is incorporated herein.

This space is left intentionally blank.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed.

FOR DEFENDANT:

Dated: 4/2/2026 _____

Signed by:
By Andy Kong
0C2A3603DF374AE...
Andy Kong
General Counsel

FOR DEFENDANT'S COUNSEL:

Dated: 4/2/2026 _____

DocuSigned by:
By Ekwan Rhow
AAA4AC14DBE1401...
Ekwan E. Rhow
Bird Marella Rhow Lincenberg
Drooks & Nessim LLP

FOR PLAINTIFFS' COUNSEL, PLAINTIFFS, AND THE CLASS:

Dated: 04/08/2026

By 

Yana Hart
Clarkson Law Firm, P.C.

Dated: 04/08/2026

By Thomas E. Loeser

Thomas E. Loeser
Cotchett Pitre & McCarthy, LLP

FOR PLAINTIFF G.E.:

Dated: . 04 / 01 / 2026

By 9C11
GE

FOR PLAINTIFF DONALD HATCH:

Dated: 4/2/2026

DocuSigned by:
Donald Hatch
By E54F71BD4C364D4...
Donald Hatch

FOR PLAINTIFF BRADLEY ANDERSON:

Dated: 04 / 04 / 2026

By  _____

FOR PLAINTIFF DANIEL MARTINEZ:

Dated: 04/02/2026

Daniel Martinez
By _____

FOR PLAINTIFF LORENZO MONTOYA:

Dated: **Apr 9, 2026**

Lorenzo Andreas Montoya
By Lorenzo Andreas Montoya (Apr 9, 2026 10:27:36 PDT)

FOR PLAINTIFF ELIZABETH OROZCO-PREZA:

Dated: 04/03/2026

By  _____
Elizabeth Orozco-Preza (Apr 3, 2026 09:59:00 PDT)

APPENDIX A

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	\$750,000 within 30 calendar days of the issuance of the Preliminary Approval Order, \$1,100,000 by August 26, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later; \$1,100,000 by September 30, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 calendar days prior to the Objection / Exclusion Deadline
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
Motion for Final Approval	14 calendar days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

APPENDIX B

Exhibit	Description
A	Claim Form
B	E-mail Notice
C	Proposed Final Approval Order and Proposed Judgment
D	Long-Form Notice
E	Proposed Preliminary Approval Order
F	Short-Form Notice

**Your Claim must
be submitted
online or
postmarked by:**

**Claims
Deadline**

CLAIM FORM

In Re: STIIIZY Inc., Data Breach Security Litigation

Case No.: 2:25-cv-00490

United States District Court for the Central District of California

INSTRUCTIONS ON HOW TO RECEIVE PAYMENT

You are entitled to payment if you appear on STIIIZY's list of individuals whose information was compromised in the Data Security Incident at issue in *In Re: STIIIZY Inc. Data Breach Security Litigation*. For more details, please refer to the Long Notice available at www.Website.com. To receive payment, you must please take the following steps.

STEP 1: Decide whether you want to receive a paper check OR electronic payment. To receive an electronic payment, you must complete the Claim Form online and submit it electronically at www.Website.com by <<Claims Deadline>>. If you wish to receive a paper check via U.S. Mail, proceed to STEP 2.

STEP 2: Decide whether you want to submit a request for Pro Rata Cash Fund Payment OR reimbursement for Documented Losses (up to \$7,500). If you were a California resident when doing business with STIIIZY, your Pro Rata Cash Fund Payment will be double that of other settlement class members.

If you seek the Pro Rata Cash Fund Payment, complete only the information on page 1. Please type your responses or write them in blue or black ink.

If you seek reimbursement for Documented Losses, complete the information on pages 2-3. Please type your responses or write them in blue or black ink, and attach additional sheets as necessary. You cannot ask for both.

STEP 3: Decide whether you want to submit a request for two years of credit monitoring and insurance services benefits. These benefits are in addition to the Pro Rata Cash Fund Payment or Documented Loss Payment. Credit monitoring and insurance services benefits will include (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring providing notice of changes to your credit profile. If you already have credit monitoring services, you may elect to defer your enrollment for 12 months.

STEP 4: Once you have filled out the information on page 4 or pages 5, submit this Claim Form and any supporting documents by U.S. Mail to:

<Mailing Caption>

CLAIMS FOR PRO RATA CASH FUND PAYMENT

Cash Payment: Settlement Class Members can submit a Claim Form and receive a cash payment. Class Members who were California residents when doing business with STIIZY will receive double the cash payment. The amount of the cash payments will depend on the total number of claims submitted.

- ☐ Check this box to certify that you are requesting a Pro Rata Cash Fund Payment. **Do not check this box if you intend to see compensation for Documented Losses. Instead, complete the information on pages .**
- ☐ Check this box if you would also like to enroll in credit monitoring and insurance services benefits.
- ☐ Check this box to certify that you are a Person in the United States to whom STIIZY sent notice of the Data Security Incident, or you have reason to believe you were impacted by the Data Security Incident.
- ☐ Check this box to certify that you resided in the **State of California** at the time you did business with STIIZY.

Enter the Class Member ID Number provided on your Short Notice:

Email Notice	Postcard Notice
Your Class Member ID: <<RefNum>> <i>In Re: STIIZY Inc., Data Breach Security Litigation</i>, Case No.: 2:25-cv-00490 (C.D. Cal.) A Federal Court Authorized this Notice This notice is to tell you about the settlement of a class action lawsuit, <i>In Re: STIIZY Inc., Data Breach Security Litigation</i> brought on behalf of people whose private information was accessed, compromised, or stolen in the data breach announced by STIIZY on January 7, 2025 (the "Data Security Incident"). You received this notice because you may be a member of the group of	Court-Approved Legal Notice  <<Refnum Barcode>> CLASS MEMBER ID: <<Refnum>> Postal Service: Please do not mark or cov <<FirstName>> <<LastName>>

If you cannot locate your Class Member ID, you may contact the Claims Administrator at **(XXX) XXX-XXXX** for assistance.

Class Member ID: _____

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address

Address

City

State

Zip Code

Email Address: _____ @ _____

AFFIRMATION: I affirm that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Date

CLAIMS FOR REIMBURSEMENT OF DOCUMENTED LOSSES

Reimbursement for Documented Losses: Settlement Class Members may submit a Claim Form for Documented Losses up to \$7,500 per individual. The following losses are eligible for compensation: 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 Security Incident.

If your total losses are determined to be less than the amount distributed via the Pro Rata Cash Fund Payment, or if your claim for Documented Losses is denied, you may be notified and provide additional information or choose to accept the Pro Rata Cash Fund Payment.

To submit your claim for reimbursement of Documented Losses, you must submit:

- (1) your name and current address;
- (2) documentation supporting your claim; and
- (3) a brief description in the table below, identifying the documentation submitted and describing the nature of the loss if the nature of the loss is not apparent from the documentation alone.

☐ Check this box to certify that you are requesting reimbursement of Documented Losses. **Do not check this box if you intend to see a Pro Rata Cash Fund Payment. Instead, complete the information on page .**

☐ Check this box if you would also like to enroll in credit monitoring and insurance services benefits in addition to seeking Documented Losses.

☐ Check this box to certify that you are a Person in the United States to whom STIIIZY sent notice of the Data Security Incident, or you have reason to believe you were impacted by the Data Security Incident.

☐ Check this box if you resided in the **State of California** at the time you did business with STIIIZY.

Enter the Class Member ID Number provided on your Short Notice:

Class Member ID: _____

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address

Address

City

State

Zip Code

Email Address: _____@_____

To obtain this benefit, you must submit documentation that your Documented Losses were incurred as a result of the Data Security Incident.

☐

Check this box to confirm that you have submitted documentation supporting your claim.

(Please see the final section of this Claim Form for additional guidance regarding what documentation may be considered in approving your Claim.)

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses	Brief Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<i>Example: Identity Theft Protection Service</i>	<u>07/17/25</u> (mm/dd/yy)	\$50.00	<i>Copy of identity theft protection service bill</i>
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$ <u> </u> .	
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$ <u> </u> .	

0000000000000000

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses	Brief Description of Supporting Reasonable Documentation (Identify what you are attaching and why)

AFFIRMATION: I swear (or affirm) under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____/_____/_____
Signature Date

Print Name

Explanation of Reimbursable Documented Losses and Adequate Documentation

What are Documented Losses These are unreimbursed costs you incurred that are “reasonably related” to the Data Security Incident. These may include (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information; (2) other miscellaneous expenses incurred related to any loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that you incurred on or after October 10, 2024 through the date you submit this form.

What makes a loss reasonably related to the Data Security Incident The loss must have occurred on or after October 10, 2024. Also, the personal information used to commit identity theft or fraud must be of the same type of personal information that was provided to STIIIZY prior to the Data Security Incident.

What is reasonable documentation Documentation should include receipts or other documentation not “self-prepared” by you that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

To: Class Member email address

From: STIIIZY Data Breach Claims Administrator

Subject: Notice of Class Action Settlement – STIIIZY Inc. Data Breach Litigation

Class Member ID: << RefNum >>

**If You Received This Notice, You Have Been Identified as an Individual Whose
Personal Information May Have Been Affected by a Data Security Incident
Involving STIIIZY Inc.**

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

This notice is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available on the Settlement Website at www.SettlementWebsite.com or by calling 1-XXX-XXX-XXXX.

What is this lawsuit about This is a Court-authorized Class Notice of a proposed Settlement in a class action lawsuit, *In Re: STIIIZY Inc. Data Breach Security Litigation*, No. 2:25-cv-00490 (“Action”), pending in the U.S. District Court for the Central District of California. The Settlement will resolve a lawsuit brought on behalf of persons who allege STIIIZY, Inc. (referred to as “STIIIZY” or “Defendant”) committed legal violations in connection with an October 2024 data breach where certain information was stolen from Defendant’s servers (the “Data Security Incident”). STIIIZY denies these allegations, denies violations of any law, and denies all liability.

Who is a Class Member The Class includes all persons whose personally identifiable information or private health information (collectively “Private Information”) was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025. There is also a subclass that includes all persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

What are the benefits The Settlement provides the following benefits:

Credit Monitoring and Insurance Services: Class Members may elect, in addition to the Documented Losses or Pro Rata Cash Fund Payment compensation options, to receive two years of Credit Monitoring, Fraud Consultation, and Identity Theft Restoration Services, which will include (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring.

Compensation for Documented Losses: Class Members may submit a claim for Documented Losses up to seven-thousand and five-hundred dollars (\$7,500) per individual. Defendant will pay valid and timely submitted claims for the following: 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 Security Incident upon submission of an approved claim and supporting documentation. If you intend to claim these benefits, you must file your claim online or mail in the claim form available on the settlement website. Do not submit claims for Documented Losses using this postcard.

Pro Rata Cash Fund Payment: Instead of Documented Losses, you may choose to receive a pro rata share of the Net Settlement Fund by submitting a timely and valid Claim Form. Pro rata cash fund payments are in the alternative (not in addition) to any compensation for documented out of pocket losses. California Subclass Members who elect a pro rata cash fund payment will receive double the cash fund payment as other Class Members.

How to file a claim. To receive benefits, you must submit a Claim Form online or by mail. Claim Forms are available at **WEBSITE** and must be submitted or postmarked by **DATE**. If you do not submit a Claim Form, you will not receive Settlement benefits.

What are my other options

Do Nothing: If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any compensation as a Class Member.

Exclude Yourself: You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any compensation from the Settlement. You must submit a Request for Exclusion to the Claims Administrator by **DATE**.

Object: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **DATE**.

Detailed instructions on how to file a Claim Form, exclude yourself, or object can be found on the Settlement Website.

Attend a hearing: The Court will hold the Final Approval hearing on **DATE** at **TIME PT**, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Plaintiff's Counsel's Fees and Expenses amount for attorneys' fees not to exceed \$93,333 plus reasonable expenses, estimated at \$30,000, and request a Service Award of \$2,500 for each Class Representative (\$15,000 total), and to consider whether and if it should be approved. The date and time of the hearing may change without further notice. Please check the Settlement Website to confirm that date has not changed and for a Zoom link to remotely attend the hearing. You may attend the hearing, with your own attorney, at your own expense, but you do not have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement and other documents, visit the documents section of the Settlement Website or contact class counsel at **NUMBER OR EMAIL**. You may also contact the Claims Administrator to update your address or contact information by visiting the Settlement Website or call **NUMBER**.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIZY INC., DATA
REAC SECURITY LITI ATION

Case No.: 2:25-cv-00490- W-SSC

CONSOLIDATED ACTION

This Document Relates To:
ll cases

**PROPOSED ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT ECF NO. [REDACTED]**

Hearing Information

Date:
Time: :30 a.m.
Location: Courtroom 9D, 9th Floor
on. eorge . Wu

1 Plaintiffs .E., Donald atch, radley Anderson, Daniel Martine , Loren o
2 Montoya, and Eli abeth Oro co-Pre a (“Plaintiffs” or “Settlement Class
3 Representatives”), on behalf of themselves and the Settlement Class as defined below,
4 and Defendant STIIIZY, Inc. (“Defendant” or “STIIIZY”) (collectively, “the Parties”)
5 entered into a Settlement Agreement proposing a settlement of this Consolidated Action
and its dismissal with pre udice. Settlement Agreement, ECF No. _____. Thereafter, on
7 _____, this Court granted Plaintiffs’ Motion for Preliminary Approval of
Class Action. ECF No. _____. efore the Court now are Plaintiffs’ Motion for Final
9 Approval of Class Action Settlement (“Motion for Final Approval”)” ECF No. _____.
10 Due and adequate notice having been given to the Settlement Class as required in said
11 Preliminary Approval Order, and the Court having considered all papers filed and
12 proceedings that took place herein, and good cause appearing therefore, the Court,
13 hereby RANTS the Motion for Final Approval and ORDERS as follows:

14 1. **Incorporation of Other Documents.** The Settlement Agreement,
15 including its exhibits, and the definitions of words and terms contained therein are
1 incorporated by reference in this Order. The terms of this Court’s Preliminary Approval
17 Order are also incorporated by reference in this Order.

1 2. **Jurisdiction.** This Court has urisdiction over the sub ect matter of this
19 Action and over the Parties, including all members of the following Settlement Class
20 certified for settlement purposes in this Court’s Preliminary Approval Order:

21 The Nationwide Class is defined as:

22 All persons whose Private Information was accessed,
23 compromised, or stolen in the Data Security Incident announced
by Defendant on anuary 7, 2025.

24 The California Subclass is defined as:

25 All persons who were citi ens of California when doing business
2 with Defendant, whose Private Information was accessed,
27 compromised, or stolen in the Data Security Incident announced
by Defendant on anuary 7, 2025.

1 Excluded from the Class are officers and directors of Defendant, Class Counsel,
2 the presiding judges, any members of the presiding judges' immediate family and
3 judicial staff, and any persons who timely excluded themselves from the Settlement
4 Class.

5 3. **Class Certification**. The Court finds and determines that the Settlement
6 Class, as defined in the Settlement Agreement and above, meets all of the legal
7 requirements for class certification for settlement purposes under Fed. R. Civ. P. 23(a),
8 (b)(2), and b(3), and it is hereby ordered that the Class is finally certified for settlement
9 purposes.

10 4. For settlement purposes only, the Court finds as to the Settlement Class
11 satisfies all prerequisites for a class action certification under Fed. R. Civ. P. 23(a) and
12 (b)(3) with respect to all aspects of the Settlement that the:

- 13 a. The Settlement Class is so numerous that joinder of all members is
14 impracticable;
- 15 b. There are questions of law or fact common to the Settlement Class;
- 16 c. The claims of the Settlement Class Representatives are typical of the
17 claims of the Settlement Class;
- 18 d. The Settlement Class Representatives have fairly and adequately
19 protected the interests of the Settlement Class and are, therefore,
20 appointed as Settlement Class Representatives;
- 21 e. Class Counsel have fairly and adequately protected the interests of the
22 Settlement Class and are qualified to represent the Settlement Class and
23 are, therefore, appointed as Class Counsel;
- 24 f. The questions of law and fact common to the Settlement Class
25 predominate over the questions affecting only individual members; and
26 g. A class action is superior to other available methods for fairly and
27 efficiently adjudicating the controversy

1 5. **Adequate Representation.** The Court orders that Settlement Class
2 Representatives .E., Donald Patch, Bradley Anderson, Daniel Martinez, Loren Oro
3 Montoya, and Elizabeth Oro co-Pre a are appointed as the Settlement Class
4 Representatives. The Court also orders that Thomas Loeser of Cotchett Pitre McCarthy
5 and Ryan . Clarkson, Yana Hart, and Ryan P. Thompson, of Clarkson Law Firm, P.C.
are appointed as Class Counsel. The Court finds that the Settlement Class
7 Representatives and Class Counsel fairly and adequately represent and protect the
interests of the absent Settlement Class Members in accordance with Fed. R. Civ. P. 23.

9 . **Arms-Length Negotiations.** The Court finds that the proposed Settlement
10 is fair, reasonable, and adequate based on the value of the Settlement, and the relative
11 risks and benefits of further litigation. The Settlement was arrived at after sufficient
12 investigation and discovery and was based on arms-length negotiations, including a full
13 day mediation.

14 7. **Settlement Class Notice.** The Court directed that notice be given to
15 Settlement Class Members by e-mail, mail, and/or other means pursuant to the notice
16 program proposed by the Parties in the Settlement and approved by the Court. The
17 declaration from Claims Administrator Eisner Advisory Group, LLC attesting to the
18 dissemination of notice to the Settlement Class demonstrates compliance with this
19 Court's Order granting Preliminary Approval of Class Settlement. The notice program
20 set forth in the Settlement successfully advised Settlement Class members of the terms
21 of the Settlement, the Final Approval hearing, and their right to appear at such hearing;
22 their rights to remain in or opt out of the Settlement Class and to object to the
23 Settlement; the procedures for exercising such rights; and the binding effect of the
24 judgment herein.

25 . The Court finds that distribution of the Notice constituted the best notice
26 practicable under the circumstances, and constituted valid, due, and sufficient notice to
27 all members of the Settlement Class. The Court finds that such notice complies fully
28 with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and

1 any other applicable laws. The Notice informed the Settlement Class of: (1) the terms
2 of the Settlement; (2) their right to submit objections, if any, and to appear in person or
3 by counsel at the final approval hearing and to be heard regarding approval of the
4 Settlement; (3) their right to request exclusion from the Settlement Class and the
5 Settlement; and (4) the location and date set for the final approval hearing. Adequate
periods of time were provided by each of these procedures.

7 9. The Court finds and determines that the notice procedure carried out by
Eisner Advisory Group, LLC, afforded adequate protections to Settlement Class
9 members and provides the basis for the Court to make an informed decision regarding
10 approval of the Settlement based on the responses of the Settlement Class members.
11 The Court finds and determines that the Notice was the best notice practicable, and has
12 satisfied the requirements of law and due process.

13 10. **Settlement Class Response**. A total of [REDACTED] Settlement Class
14 Members submitted Approved Claims, and there have been X Objections to the
15 Settlement (defined below) and X Requests for Exclusion.

1 a. After careful consideration, the Court hereby overrules Objection X's
17 Objection for the reasons stated on the record. / No Objections were
1 received to the Settlement. This positive reaction by the Settlement Class
19 demonstrates the strength of the Settlement.

20 b. The Court also hereby orders that each of the individuals appearing on the
21 list annexed hereto as Exhibit A who submitted valid Requests for
22 Exclusion are excluded from the Settlement Class. Those individuals will
23 not be bound by the Settlement Agreement, and neither will they be
24 entitled to any of its benefits. / No Settlement Class members opted out of
25 the Settlement. This positive reaction by the Settlement Class demonstrates
2 the strength of the Settlement.

27 12. **Final Settlement Approval**. The Court hereby finally approves the
2 Settlement Agreement, the exhibits, and the Settlement contemplated thereby

1 (“Settlement”), including but not limited to all releases contained within the Settlement
2 Agreement, and finds that the terms constituted, in all respects, a fair, reasonable, and
3 adequate settlement as to all Settlement Class members in accordance with Fed. R. Civ.
4 P. 23 and direct consummation pursuant to its terms and conditions.

5 13. The Court finds that the Settlement Agreement provides meaningful
monetary benefits to the Settlement Class as Defendant has agreed to provide cash
7 benefits from a gross Settlement Fund of \$2,950,000.

8 14. The Court finds that the Settlement is fair when compared to the strength
9 of Plaintiffs’ case, Defendant’s defenses, the risks and time involved in further litigation
10 and maintaining class status throughout the litigation, and the amount offered in
11 settlement.

12 15. The Court finds that the Parties conducted extensive investigation and
13 research, and that their attorneys were able to fairly and reasonably evaluate their
14 respective positions.

15 16. The Court finds that Class Counsel has extensive experience acting as
17 counsel in complex class action cases and their view on the reasonableness of the
settlement was therefore given its due weight.

18 17. The Court hereby grants final approval of the Class Settlement and orders
19 the payment of those amounts to be made to the Settlement Class Members in
20 accordance with the terms of the Settlement Agreement. The Court finds and determines
21 that the Cash Compensation Payments to be paid to each Settlement Class Member as
22 provided for by the Settlement are fair and reasonable, as well as the Credit Monitoring
23 and Insurance Services provided to Settlement Class Members, and paid out of the
24 Settlement Fund.

25 18. The Court further finds that the Settlement Class’s reaction to the
26 settlement weighs in favor of granting Final Approval of the Settlement.

27 19. The Settlement Agreement is not an admission of liability by Defendant,
28 nor is this Order a finding of the validity of any allegations or of any wrongdoing by

1 Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor
2 any action taken to carry out the Settlement, shall be construed or deemed an admission
3 of liability, culpability, negligence, or wrongdoing on the part of Defendant.

4 20. **Attorneys' Fees and Costs Service Awards**. The Court approves
5 payment of attorneys' fees to Class Counsel in the amount of \$_____ plus their expenses
6 and costs of \$_____. This amount shall be paid from the Settlement Fund in
7 accordance with the terms of the Settlement Agreement. The Court, having considered
8 the materials submitted by Class Counsel in support of final approval of the Settlement
9 and their request for attorneys' fees and costs, finds the award of attorneys' fees and
10 costs fair, adequate, and reasonable, and the Court notes that the class notice specifically
11 and clearly advised the class that Class Counsel would seek an award of attorneys' fees,
12 expenses, and costs, and the maximum amount they would seek.

13 21. In making this award of attorneys' fees and costs, the Court has further
14 considered and found that:

- 15 a. The Settlement Agreement created a Total Settlement Fund of \$2,950,000
16 in cash for the benefit of the Settlement Class pursuant to the terms of the
17 Settlement Agreement, and out of which class administration costs,
18 attorneys' fees, expenses, costs, service awards, and other settlement
19 benefits would be paid;
- 20 b. Settlement Class Members who submitted valid claims will obtain a
21 monetary benefit from the efforts of the Class Counsel and the Settlement
22 Class Representatives;
- 23 c. The fee sought by the Class Counsel is fair and reasonable and based on
24 the fees incurred by Class Counsel;
- 25 d. Class Counsel have prosecuted the action with skill, perseverance, and
26 diligence, as reflected by the Settlement Fund, and the positive reaction to
27 the Settlement Agreement by the Settlement Class;
- 2

1 e. This Action involved complex factual and legal issues that were
2 extensively researched and developed by the Class Counsel;

3 f. Class Counsel's rates are fair, reasonable, and consistent with rates
4 accepted within this jurisdiction for complex consumer class action
5 litigation;

6 g. Had the Settlement not been achieved, a significant risk existed that
7 Plaintiffs and the Settlement Class Members may have recovered
significantly less or nothing from Defendant; and

8 h. The amount of attorneys' fees awarded and expenses reimbursed are
9 appropriate to the specific circumstances of this action.
10

11 24. Defendant shall not be liable for any additional fees or expenses for Class
12 Counsel or counsel of any Class Representative or Settlement Class Member in
13 connection with the Action beyond those expressly provided in the Settlement
14 Agreement.

15 25. The attorneys' fees and costs set forth in this Order shall be paid and
1 distributed in accordance with the terms of the Settlement Agreement.

17 26. The Court approves the Service Award payments of \$_____ to each
1 Settlement Class Representative; .E., Donald Patch, Bradley Anderson, Daniel
19 Martine , Lorenzo Montoya, and Eliabeth Oro co-Pre a, and finds such amounts to
20 be reasonable in light of the services performed by Representatives for the benefit of
21 the class. This amount shall be paid from the Settlement Fund in accordance with the
22 terms of the Settlement Agreement. This Service Award is justified by: (1) the risks the
23 Settlement Class Representatives faced in bringing this lawsuit, financial and otherwise;
24 (2) the amount of time and effort spent on this action by the Settlement Class
25 Representatives; and (3) the benefits the Settlement Class Representatives helped obtain
2 for the Settlement Class Members under the Settlement.
27
2

1 27. The Court finds that the Claims Administrator, Eisner Advisory Group,
2 LLC, is entitled to recover costs in the amount of \$_____ for
3 settlement administration.

4 28. **Dismissal.** The Action is hereby DISMISSED WITH PREJUDICE, on the
5 merits, by Plaintiffs and all Settlement Class Members as against Defendant on the
6 terms and conditions set forth in the Settlement Agreement without costs to any party,
7 except as expressly provided for in the Settlement Agreement.

8 29. **Release.** Upon the Effective Date as defined in the Settlement Agreement,
9 the Settlement Class Members shall be deemed to have, and by operation of the
10 judgment herein shall have, unconditionally, fully, and finally released and forever
11 discharged the Released Persons from all Released Claims.

12 30. **Injunction Against Released Claims.** Each and every Settlement Class
13 Member shall be enjoined from prosecuting, respectively, the Plaintiffs' Released
14 Claims and the Released Class Claims, in any proceeding in any forum against any of
15 the Released Persons or based on any actions taken by any Released Persons authorized
16 or required by this Settlement Agreement or the Court or an appellate court as part of
17 this Settlement.

18 31. **No Admission of Liability.** The Settlement Agreement and any and all
19 negotiations, documents, discussions and actions associated with it will not be deemed
20 or construed to be an admission or evidence of any violation of any statute, law, rule,
21 regulation, or principle of common law or equity, or of any liability, wrongdoing or
22 omission by Defendant, or the truth of any of the claims before any court, administrative
23 agency, arbitral forum or other tribunal. Evidence relating to the Agreement will not be
24 discoverable or admissible, directly or indirectly, in any way, whether in this Action or
25 in any other action or proceeding before any court, administrative agency, arbitral forum
26 or other tribunal, except for purposes of demonstrating, describing, implementing, or
27 enforcing the terms and conditions of the Agreement, the Preliminary Approval Order,
28 or this Order.

1 32. **Findings for Purposes of Settlement Only.** The findings and rulings in
2 this Order are made for the purposes of settlement only and may not be cited or
3 otherwise used to support the certification of any contested class or subclass in any other
4 action.

5 33. **Effect of Termination or Reversal.** If for any reason the Settlement
6 terminates or Final Approval is reversed or vacated, the Settlement and all proceedings
7 in connection with the Settlement will be without prejudice to the right of Defendant or
8 the Settlement Class Representatives to assert any right or position that could have been
9 asserted if the Agreement had never been reached or proposed to the Court, except
10 insofar as the Agreement expressly provides to the contrary. In such an event, the
11 certification of the Settlement Class will be deemed vacated. The certification of the
12 Settlement Class for settlement purposes will not be considered as a factor in connection
13 with any subsequent class certification issues.

14 34. **Settlement as Defense.** In the event that any provision of the Settlement
15 or this Final Order of Dismissal is asserted by Defendant as a defense in whole or in
16 part to any claim, or otherwise asserted (including, without limitation, as a basis for a
17 stay) in any other suit, action, or proceeding brought by a Settlement Class Member or
18 any person actually or purportedly acting on behalf of any Settlement Class Member(s),
19 that suit, action or other proceeding shall be immediately stayed and enjoined until this
20 Court or the court or tribunal in which the claim is pending has determined any issues
21 related to such defense or assertion. Solely for purposes of such suit, action, or other
22 proceeding, to the fullest extent they may effectively do so under applicable law, the
23 Parties irrevocably waive and agree not to assert, by way of motion, as a defense or
24 otherwise, any claim or objection that they are not subject to the jurisdiction of this
25 Court, or that this Court is, in any way, an improper venue or an inconvenient forum.
26 These provisions are necessary to protect the Settlement Agreement, this Order and this
27 Court's authority to effectuate the Settlement and are ordered in aid of this Court's
28 jurisdiction and to protect its judgment.

35. **Retention of Jurisdiction.** Without affecting the finality of the judgment and Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

36. Nothing in this Order shall preclude any action before this Court to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant make payments to participating Settlement Class Members in accordance with the Settlement.

37. The Parties and the Claims Administrator will comply with all obligations under the Settlement Agreement until the Settlement is fully and finally administered.

38. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Court.

39. **Entry of Judgment.** The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that Final judgment ("judgment") should be entered and that there is no just reason for delay in the entry of the judgment, as Final judgment, as to Plaintiffs, the Settlement Class Members, and Defendant.

IT IS SO ORDERED.

Dated:

Hon. EOR E. WU
United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIIZY INC., DATA
REAC SECURITY LITI ATION

THIS DOCUMENT RELATES TO:
LL C SES

Case No.: 2:25-cv-00490- W-SSC

CONSOLIDATED ACTION

**PROPOSED FINAL
JUDGMENT**

Hearing Information

Date:

Time: :30 a.m.

Location: Courtroom 9D, 9th Floor
on. eorge . Wu

PROPOSED FINAL JUDGMENT

For the reasons set forth in this Court's Final Approval Order, in the above-captioned matter as to the following class of persons:

All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

All persons who were citizens of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

Excluded from the Class are officers and directors of Defendant, Class Counsel, the presiding judges, and any members of the presiding judges' immediate family and judicial staff.

JUDGMENT IS HEREBY ENTERED, pursuant to Federal Rule of Civil Procedure 5 , as to the above-specified class of persons and entities, Plaintiffs .E., Donald Patch, Bradley Anderson, Daniel Martine , Lorenzo Montoya, and Elizabeth Oro co-Pre a, (collectively "Plaintiffs" or "Settlement Class Representatives") and Defendant STIIIZY, Inc. ("Defendant") on the terms and conditions of the Class Action Settlement Agreement (the "Settlement Agreement") approved by the Court's Final Approval Order, dated [REDACTED], ECF No. [REDACTED].

1. The Court, for purposes of this Final judgment, adopts the terms and definitions set forth in the Settlement Agreement incorporated into the Final Approval Order.

2. All Released Claims of the Settlement Class Members are hereby released as against Defendant and the Released Persons, as defined in the Settlement Agreement.

3. The claims of Plaintiffs and the Settlement Class Members are dismissed with prejudice in accordance with the Court's Final Approval Order.

4. The Parties shall bear their own costs and attorneys' fees, except as set forth in the Final Approval Order.

1 5. This judgment adopts and incorporates the reasonable attorneys' fees,
2 costs, and service awards as set forth in the Final Approval Order.

3 . This document constitutes a final judgment and separate document for
4 purposes of Federal Rule of Civil Procedure 5 (a).

5 7. The Court finds, pursuant to Rule 54(a) of the Federal Rules of Civil
6 Procedure, that this Final judgment should be entered and that there is no just reason
7 for delay in the entry of this Final judgment as to Plaintiffs, the Settlement Class
8 Members, and Defendant. Accordingly, the Clerk is hereby directed to enter judgment
9 forthwith.

10
11 **IT IS SO ORDERED.**

12
13
14 **JUDGMENT ENTERED** this _____.

15
16
17 _____
18 EOR E . WU
19 United State District Judge
20
21
22
23
24
25
26
27
28



U.S. District Court for the Central District of California

IN RE: STIIIZY, INC. DATA BREACH SECURITY LITIGATION

Case No. 2:25-cv-00490 (C.D. Cal.)

Class Action Notice

Authorized by the U.S. District Court

Did you receive notice from STIIIZY that your personal information may have been affected by a data breach in October 2024, or do you believe that you were affected?

You may be entitled to money.

To be part of this settlement, you should:

Read this notice.

Respond by [date].

Important things to know:

If you take no action, you will still be bound by the settlement, and your rights will be affected.

You can learn more at: [website]

Table of Contents

Table of Contents.....	2
About This Notice	3
Why did I get this notice?	3
What do I do next?	3
What are the most important dates?.....	4
Learning About the Lawsuit	4
What is this lawsuit about?	4
Why is there a settlement in this lawsuit?.....	4
What happens next in this lawsuit?	5
Learning About the Settlement.....	5
What does the settlement provide?.....	5
How do I know if I am part of this settlement?.....	6
How much will my payment be?	6
Deciding What to Do.....	7
How do I weigh my options?.....	7
What is the best path for me?	8
Submitting a Claim	8
How do I get a payment if I am a class member?.....	8
Do I have a lawyer in this lawsuit?	9
Do I have to pay the lawyers in this lawsuit?	9
Opting Out.....	10
What if I don't want to be part of this settlement?.....	10
How do I opt out?	10
Objecting	10
What if I disagree with the settlement?.....	10
You must substantially comply with the above requirements in order to make an objection.	11
Doing Nothing.....	11
What are the consequences of doing nothing?	11
Key Resources	12
How do I get more information?.....	12

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In Re: STIIIZY Inc., Data Breach Security Litigation* brought on behalf of people whose private information was accessed, compromised, or stolen in the data breach announced by STIIIZY on January 7, 2025 (the "Data Security Incident"). **You received this notice because you may be a member of the group of people affected, called the "Class."**

This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

A Court approved this notice. Please do not contact the Court.

The Court overseeing this case is:

U.S. District Court, Central District of California
First Street U.S. Courthouse, 350 W 1st Street, Suite 4311
Courtroom 9D, Ninth Floor
Los Angeles, CA 90012-4565

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against STIIIZY about the same issues at your own expense.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: [date]

Settlement approval hearing: [date]

Your deadline to submit a claim form: [date]

Learning About the Lawsuit

What is this lawsuit about?

Beginning in early 2025, a series of class action lawsuits were filed against STIIIZY, Inc. on behalf of people whose personal information may have been accessed by an unauthorized third party in October 2024. The lawsuits claim that STIIIZY failed to employ reasonable security to protect personal information and, as a result, these individuals' data had been compromised.

STIIIZY denies that it did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[website]

Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the individuals who brought the case and all members of the settlement class, which includes individuals whose personal information may have been accessed by an unauthorized third party. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: First Street U.S. Courthouse, 350 W 1st Street, Courtroom 9D, Ninth Floor, Los Angeles, CA 90012-4565

When: [time] on [date].

Zoom Link:

Webinar ID:

Password:

The Court has directed the parties to publicly post this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to terminate the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website]. You are advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed.

Learning About the Settlement

What does the settlement provide?

The settlement pays money to individuals whose personal information held by STIIIZY may have been accessed by an unauthorized third party.

STIIIZY has agreed to pay \$2,950,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including the cost of

administering this settlement (expected to be approximately XXXXXX). Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue STIIIZY for the same issues in this lawsuit. The full terms of the release can be found [here].

If there is money left over after the claims process is completed, it will be donated to a recipient approved by the Court.

How do I know if I am part of this settlement?

If you received notice from STIIIZY that your personal information may have been accessed by an unauthorized third party in October 2024, or you have reason to believe you may have been impacted by the incident, you may be a member of the class and entitled to money.

How much will my payment be?

All Class members have the option to sign up for two years of the **credit monitoring and insurance services**. This will include Credit Monitoring with three credit bureaus, Fraud Consultation, up to \$1,000,000 in identity theft insurance coverage, and Identity Theft Restoration services. If class members already have credit monitoring services, they may elect to defer the enrollment by 12 months for no additional charge.

In addition to credit monitoring and insurance services, Class members have **two different options** for submitting claims for cash benefits under the Settlement. The amount a class member will recover depends on which option they choose.

The **first option** is for a class member to submit a claim to be reimbursed for money spent protecting their data as a result of the data breach. The amount will depend on how much the class member has lost or spent and whether they have receipts or other records as well as how many total claims are filed. Class members may recover up to \$7,500 per individual.

If you choose the **first option** and your total losses are determined to be less than the amount distributed via the second option, you will automatically receive the **second option**.

The **second option** is for a claimant to receive a pro rata cash fund payment. After the claims administrator pays approved amounts out of the settlement fund for the costs of administration, attorneys' fees and expenses, service awards to the named plaintiffs, credit monitoring and insurance services, and documented losses (described above), any amounts remaining will be distributed on a pro rata basis to class members who submitted valid claims. Class members who lived in California when doing business with STIIIZY will receive twice the payment as non-California class members.

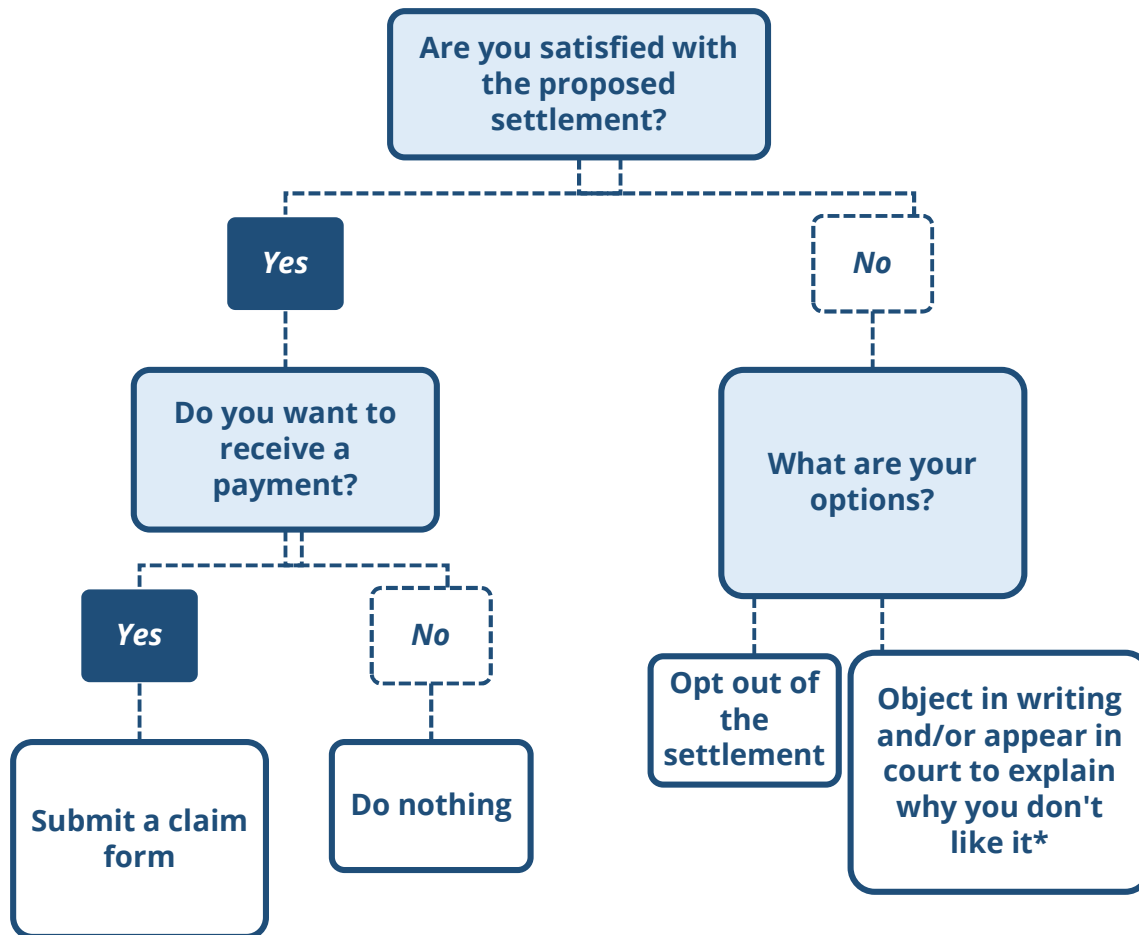
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment. If you object but do not submit a claim form, you will receive nothing if the Court overrules your objection and approves the settlement.*

Submitting a Claim

How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form to the Claims Administrator online or download a claim form at [\[website\]](#) and mail to the Claims Administrator (address below).

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers:

Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C.

Thomas E. Loeser of Cotchett Pitre & McCarthy LLP

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$983,333 total in attorneys' fees, plus the reimbursement of out-of-pocket expenses, currently estimated at \$30,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are otherwise fair.

Your lawyers will also ask the Court to approve a service award of \$15,000 to the Class Representatives (\$2,500 per representative) for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the business practice changes called for by the proposed settlement.

How do I opt out?

To opt out of the settlement, you must complete the opt out form posted on the settlement website and (1) email it the administrator at the email address available on the settlement website or (2) download mail it to the Claims Administrator at:

XXXXX
P.O. Box XXXX
[City], [State] XXXXX-XXXX
[Phone Number]

The form must be either emailed by [date], or mailed and postmarked, by this date. Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you. The requirement to make your objection in writing may be excused upon a showing of good cause.

To object, you must send a letter or email to the Claims Administrator that:

- (1) is postmarked or received via email by [date];
- (2) includes the case name and number *IN RE: STIIIZY INC., DATA BREACH SECURITY LITIGATION*, Case No. 2:25-cv-00490 (C.D. Cal.).
- (3) includes your full name, and address an;
- (4) information identifying yourself as a Class Member, including proof that you are a Class Member, such as a copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Class Member;
- (5) states the reasons for your objection, including any legal support for the objection that you believe is applicable;
- (6) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (7) your hand-written signature or the signature of a duly authorized attorney or representative representing you for purposes of the objection.

Mail the letter to:

XXXXXX
P.O. Box XXXX
New York, NY 10150-XXXX
[Phone Number]
[email]

You must substantially comply with the above requirements in order to make an objection.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against STIIIZY about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here].

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [\[website\]](#)
- access the Court's docket in this case online for a fee at <https://ecf.cacd.uscourts.gov> or by visiting the Clerk's office of the Court (address below).
- if you would like a paper claim form mailed to you, you may contact the Claims Administrator at the phone number or address below.

Resource	Contact Information
Case website	[website]
Claims Administrator	XXXXX P.O. Box XXXX New York, NY 10150-XXXX [Phone Number]
Your Lawyers	Ryan J. Clarkson Yana Hart Bryan P. Thompson Clarkson Law Firm, P.C. 22525 Pacific Coast Highway Malibu, CA 90265 Thomas E. Loeser Cotchett Pitre & McCarthy LLP 840 Malcolm Road Burlingame, CA 94010

Court (DO NOT CONTACT)	Central District of California 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: STIIIZY INC., DATA BREACH
SECURITY LITIGATION

This Document Relates To:
All cases

Case No.: 2:25-cv-00490-GW-SSC

CONSOLIDATED ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT [ECF
NO. #]**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion"). ECF No. [REDACTED]. Having reviewed the Motion, declarations submitted in support thereof, the proposed Settlement Agreement and accompanying exhibits attached as Exhibit 1 (the "Settlement"), and applicable authority, the Court finds that the Settlement is fair, adequate, and reasonable. Accordingly, with good cause appearing, the Court hereby GRANTS preliminary approval of the Settlement and ORDERS as follows:

1. **Settlement Terms.** The Court, for purposes of this Preliminary Approval Order, adopts all defined terms as set forth in the Settlement.

2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. **Preliminary Approval of Proposed Settlement Agreement.** Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. The Court also finds the Settlement Agreement: (a) is the result of serious, informed, non-collusive, arms-length negotiations, involving experienced counsel familiar with the legal and factual issues of this case and (b) appears to meet all applicable requirements of law, including Fed. R. Civ. P. 23. Therefore, the Court grants preliminary approval of the Settlement.

4. **Class Certification for Settlement Purposes Only.** For purposes of the Settlement only, the Court conditionally certifies the Settlement Class, as described below:

The Nationwide Class is defined as:

All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

1 The California Subclass is defined as:

2
3 All persons who were citizens of California when doing business with
4 Defendant, whose Private Information was accessed, compromised, or
5 stolen in the Data Security Incident announced by Defendant on January
6 7, 2025.

7 Excluded from the Class are officers and directors of Defendant, Class Counsel,
8 the presiding judges, and any members of the presiding judges' immediate family and
9 judicial staff.

10 5. The Court preliminarily finds, solely for purposes of considering this
11 Settlement, with respect to the monetary relief portions of the Settlement Agreement
12 that: (a) the number of Settlement Class members is so numerous that joinder of all
13 members thereof is impracticable; (b) there are questions of law and fact common to
14 the Settlement Class; (c) the claims of the named representatives are typical of the
15 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and
16 adequately represent the interests of the Settlement Class; (e) the questions of law and
17 fact common to the Settlement Class predominate over any questions affecting only
18 individual members of the Settlement Class; and (f) a class action is superior to other
19 available methods for the fair and efficient adjudication of the controversy

20 6. **Class Representatives.** The Court orders that G.E., Donald Hatch,
21 Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza are
22 appointed as the Representative Plaintiffs.

23 7. **Class Counsel.** The Court also orders that Thomas Loeser of Cotchett Pitre
24 McCarthy and Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson, of Clarkson Law
25 Firm, P.C. are appointed as Class Counsel. The Court preliminarily finds that the
26 Representative Plaintiffs and Class Counsel fairly and adequately represent and protect
27 the interests of the absent Settlement Class members in accordance with Fed. R. Civ. P.
28 23.

1 8. **Class Notice.** The Court finds that the Settlement as set forth in the
2 Settlement Agreement falls within the range of reasonableness and warrants providing
3 notice of such Settlement to the members of the Settlement Class and accordingly, the
4 Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily approves the Settlement
5 upon the terms and conditions set forth in the Settlement Agreement. The Court
6 approves, as to form and content, the notices and claim form substantially in the form
7 attached to the Settlement Agreement. Non-material modifications to the notices and
8 claim form may be made by the Claims Administrator without further order of the Court,
9 so long as they are approved by the Parties and consistent in all material respects with
10 the Settlement Agreement and this Order.

11 9. The Court finds that the plan for providing notice to the Settlement Class
12 (the “Notice Program”) described in the Settlement Agreement constitutes the best
13 notice practicable under the circumstances and constitutes due and sufficient notice to
14 the Settlement Class of the terms of the Settlement Agreement and the Final Approval
15 Hearing and complies fully with the requirements of the Federal Rules of Civil Procedure,
16 the United States Constitution, and any other applicable law. The Court directs that the
17 Notice Program will commence no later than thirty (30) days from the date of this
18 Preliminary Approval Order (the “Notice Commencement Date”).

19 10. The Court further finds that the Notice Program adequately informs
20 members of the Settlement Class of their right to exclude themselves from the
21 Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any
22 member of the Class who desires to be excluded from the Settlement Class, and
23 therefore not bound by the terms of the Settlement Agreement, must submit a timely
24 and valid written notice of intent to opt out pursuant to the instructions set forth in the
25 Class Notice.

26 11. **Claims Administrator.** The Court appoints Eisner Advisory Group, LLC
27 (“EAG”) as the Claims Administrator. Eisner Advisory Group, LLC shall be required
28 to perform all duties of the Claims Administrator as set forth in the Settlement

1 Agreement and this Order. The Claims Administrator shall post the Long Form Notice
2 on the Settlement Website.

3 12. **Objection and “Opt-Out” Deadline.** Settlement Class Members who
4 wish to object to the Settlement or to exclude themselves from the Settlement must do
5 so by the Objection Deadline and Opt-Out Deadline, which is _____, 2026
6 (60 days from the Notice Commencement Date). Any Settlement Class Member who
7 submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary
8 payment, and his or her claim shall not be considered a Valid Claim and shall not be
9 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing.
10 All Settlement Class Members who do not submit a timely, valid notice of intent to opt
11 out will be bound by the Settlement Agreement and the Judgment, including the release
12 of any claims pursuant to the Settlement Agreement.

13 13. **Exclusion from the Settlement Class.** Settlement Class members who
14 wish to opt out of and be excluded from the Settlement must timely submit a written
15 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
16 the Opt-Out Date to the designated Post Office box established by the Claims
17 Administrator or (b) emailing it to the Claims Administrator using the email address
18 provided on the Settlement Website no later than the Opt-Out Deadline, which is
19 _____, 2026 [60 days from the date of the Notice Commencement Date]. To
20 be effective, the written opt-out notice must include the following: (a) the requestor’s
21 name, address and email address; (b) the requestor’s individual signature; (c) the name
22 and number of this Litigation (e.g., “*IN RE: STIIZY INC., DATA BREACH SECURITY*
23 *LITIGATION*, Case No. : cv _____ G SSC C.D. Cal. ; and (4) a statement that
24 clearly manifests his or her wish to be excluded from the Settlement Class for purposes
25 of this Settlement. One person may not opt out someone else and so-called “class” or
26 “mass” opt-outs shall not be permitted or recognized. The Claims Administrator shall
27 periodically notify Class Counsel and Defendant’s counsel of any notices of intention
28 to opt out.

14. All Settlement Class members who submit a timely, valid notice of intent to opt out will be excluded from the Settlement Class and will not be bound by the terms of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement or any judgment. All Settlement Class Members who do not submit a timely, valid notice of intent to opt out will be bound by the Settlement Agreement and the Judgment, including the release of any claims pursuant to the Settlement Agreement.

15. **Objections to the Settlement.** Any objection to the Settlement must be in writing. All written objections and supporting papers must be submitted to the Claims Administrator by (a) mailing it with a postmark by the Objection Date to the designated Post Office box established by the Claims Administrator or (b) emailing it to the Claims Administrator using the email address provided on the Settlement Website and served on the Claims Administrator on or before the Objection Deadline, which is _____, 2025 [60 days from the Notice Commencement Date]. To be effective all objections shall clearly state: (i) the objector's full name and address; (ii) the case name and number, *IN RE: STIIZY INC., DATA BREACH SECURITY LITIGATION*, Case No. : cv G SSC C.D. Cal. ; (iii) information identifying the objector as a Class Member, including proof that the objector is a Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) 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. To be timely, written notice of an objection that substantially complies with (i)–(vii) must be submitted to the Claims Administrator by either email or USPS

mail, to an address indicated on the Notice and Website, and received prior to the Objection Date.

16. Any Settlement Class Member who does not make a valid written objection as set forth by the Settlement shall be deemed to have waived any and all rights to appear separately and/or object to the Settlement Agreement, and shall be foreclosed from making any objection to the fairness or adequacy of or from seeking review by any means, including an appeal, of the Settlement or the Settlement Agreement terms.

17. **Submission of Claims.** To receive a Claim Payment, the Settlement Class Members must follow the directions in the Notice and file a claim with the Claims Administrator by the Claims Deadlines, which is _____, 2026 [75 days from the Notice Commencement Date]. Settlement Class Members who do not submit a valid claim will not receive a Claim Payment and will be bound by the Settlement.

18. **Schedule of Events.** The following events shall take place as indicated in the chart below:

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	\$750,000 within 30 calendar days of the issuance of the Preliminary Approval Order, \$1,100,000 by August 26, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later; \$1,100,000 by September 30, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order

Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 calendar days prior to the Objection / Exclusion Deadline
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
Motion for Final Approval	14 calendar days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

19. **Authority to Extend.** The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

20. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

21. **Notice to appropriate federal and state officials.** The Claims Administrator shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and counsel for Defendant shall cooperate in the drafting of such notices and shall provide the Claims Administrator with any and all information in their possession necessary for

1 the preparation of these notices.

2 22. **Final Approval Hearing.** The Court shall conduct a Final Approval
3 Hearing to determine final approval of the Agreement on _____ at _____ [am/pm]
4 [a date no earlier than 135 days after the Preliminary Approval Order]. At the Final
5 Approval Hearing, the Court shall address whether the proposed Settlement should be
6 finally approved as fair, reasonable and adequate, and whether the Final Approval Order
7 and Judgment should be entered; and whether Class Counsel's application for attorneys'
8 fees, costs, expenses and service award should be approved. Consideration of any
9 application for an award of attorneys' fees, costs, expenses and service award shall be
10 separate from consideration of whether or not the proposed Settlement should be
11 approved, and from each other. The Court will not decide the amount of any service
12 award or Class Counsel's attorneys' fees until the Final Approval Hearing. The Final
13 Approval Hearing may be adjourned or continued without further notice to the Class.

14 23. **In the Event of Non-Approval.** In the event that the proposed Settlement
15 is not approved by the Court, the Effective Date does not occur, or the Settlement
16 Agreement becomes null and void pursuant to its terms, this Order and all orders entered
17 in connection therewith shall become null and void, shall be of no further force and
18 effect, and shall not be used or referred to for any purposes whatsoever in this civil
19 action or in any other case or controversy before this or any other Court, administrative
20 agency, arbitration forum, or other tribunal; in such event the Settlement and all
21 negotiations and proceedings directly related thereto shall be deemed to be without
22 prejudice to the rights of any and all of the Parties, who shall be restored to their
23 respective positions as of the date and time immediately preceding the execution of the
24 Settlement.

25 24. **Stay of Proceedings.** With the exception of such proceedings as are
26 necessary to implement, effectuate, and grant final approval to the terms of the
27 Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class
28 members are enjoined from commencing or continuing any action or proceeding in any

1 court or tribunal asserting any claims encompassed by the Settlement Agreement, unless
2 the Settlement Class member timely files a valid notice of intent to opt out as set forth
3 in the Settlement Agreement.

4 25. **No Admission of Liability.** By entering this Order, the Court does not
5 make any determination as to the merits of this case. Preliminary approval of the
6 Settlement Agreement is not a finding or admission of liability by Defendant.
7 Furthermore, the Settlement Agreement and any and all negotiations, documents, and
8 discussions associated with it will not be deemed or construed to be an admission or
9 evidence of any violation of any statute, law, rule, regulation, or principle of common
10 law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the
11 claims. Evidence relating to the Settlement Agreement will not be discoverable or used,
12 directly or indirectly, in any way, whether in this Action or in any other action or
13 proceeding before this or any other Court, administrative agency, arbitration forum, or
14 other tribunal, except for purposes of demonstrating, describing implementing, or
15 enforcing the terms and conditions of the Agreement, this Order, the Final Approval
16 Order, and the Judgment.

17 26. **Retention of Jurisdiction.** The Court retains jurisdiction over this Action
18 to consider all further matters arising out of or connected with the Settlement Agreement
19 and the settlement described therein.

20
21 IT IS SO ORDERED.

22
23 Dated:

24 _____
25 Hon. GEORGE H. WU
26 United State District Judge
27
28

1 Agreement and this Order. The Claims Administrator shall post the Long Form Notice
2 on the Settlement Website.

3 12. **Objection and “Opt-Out” Deadline.** Settlement Class Members who
4 wish to object to the Settlement or to exclude themselves from the Settlement must do
5 so by the Objection Deadline and Opt-Out Deadline, which is _____, 2026
6 (60 days from the Notice Commencement Date). Any Settlement Class Member who
7 submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary
8 payment, and his or her claim shall not be considered a Valid Claim and shall not be
9 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing.
10 All Settlement Class Members who do not submit a timely, valid notice of intent to opt
11 out will be bound by the Settlement Agreement and the Judgment, including the release
12 of any claims pursuant to the Settlement Agreement.

13 13. **Exclusion from the Settlement Class.** Settlement Class members who
14 wish to opt out of and be excluded from the Settlement must timely submit a written
15 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
16 the Opt-Out Date to the designated Post Office box established by the Claims
17 Administrator or (b) emailing it to the Claims Administrator using the email address
18 provided on the Settlement Website no later than the Opt-Out Deadline, which is
19 _____, 2026 [60 days from the date of the Notice Commencement Date]. To
20 be effective, the written opt-out notice must include the following: (a) the requestor’s
21 name, address and email address; (b) the requestor’s individual signature; (c) the name
22 and number of this Litigation (e.g., “*IN RE: STIIZY INC., DATA BREACH SECURITY*
23 *LITIGATION*, Case No. : cv _____ G SSC C.D. Cal. ; and (4) a statement that
24 clearly manifests his or her wish to be excluded from the Settlement Class for purposes
25 of this Settlement. One person may not opt out someone else and so-called “class” or
26 “mass” opt-outs shall not be permitted or recognized. The Claims Administrator shall
27 periodically notify Class Counsel and Defendant’s counsel of any notices of intention
28 to opt out.

ELECTRONIC SERVICE REQUESTED

**Court-Approved
Legal Notice**



**This is an important notice about
a class action lawsuit.**

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark or cover barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

Case 2:25-cv-00490-SSC Document 54-3 Filed 04/09/26 Page 85 of 86

What is this lawsuit about? This is a Court-authorized Class Notice of a proposed Settlement in a class action lawsuit, In Re: STIIZY Inc. Data Breach Security Litigation, No. 2:25-cv-00490 (Avalon), pending in the U.S. District Court for the Central District of California. The settlement will resolve a lawsuit brought on behalf of persons who allege STIIZY, Inc. (referred to as "STIIZY" or "Defendant") committed legal violations in connection with a October 2024 data breach where certain information was stolen from Defendant's servers (the "Data Security Incident"). STIIZY denies these allegations, denies violations of any law, and denies all liability.

Who is a Class Member? The Class includes all persons whose personally identifiable information or private health information (collectively "Private Information") was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025. There is also a subclass that includes all persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

What are the benefits? The Settlement provides the following benefits:

- **Credit Monitoring and Insurance Services:** Class Members may elect, in addition to the Documented Losses or Pro Rata Cash Fund Payment compensation options, to receive two years of Credit Monitoring, Fraud Consultation, and Identity Theft Restoration Services, which will include (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring.
- **Compensation for Documented Losses:** Class Members may submit a claim for Documented Losses up to seven-thousand and five-hundred dollars (\$7,500) per individual. Defendant will pay valid and timely submitted claims for the following: 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 Security Incident upon submission of an approved claim and supporting documentation. If you intend to claim these benefits, you must file your claim online or mail in the claim form available on the settlement website. Do not submit claims for Documented Losses using this postcard.
- **Pro Rata Cash Fund Payment:** Instead of Documented Losses, you may choose to receive a *pro rata* share of the Net Settlement Fund by submitting a timely and valid Claim Form. Pro rata cash fund payments are in the alternative (not in addition) to any compensation for documented out of pocket losses. California Subclass Members who elect a pro rata cash fund payment will receive double the cash fund payment as other Class Members.

How to file a claim. You must file a Claim Form by mail postmarked by **DATE**, and mailed to the Claims Administrator's address below, or online at **WEBSITE** by **DATE** to receive compensation from the Settlement.

What are my other options?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give your rights to sue but you will not get any compensation as a Class Member.
- **Exclude Yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any compensation from the Settlement. You must submit a Request for Exclusion to the Claims Administrator by **DATE**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **DATE**. Detailed instructions on how to file a Claim Form, exclude yourself, or object can be found on the Class Notice found on the Settlement Website. The Court will require only substantial compliance with objection requirements. The requirement to make your objection in writing may be excused upon a showing of good cause.
- **Attend a hearing:** The Court will hold the Final Approval Hearing on **DATE** at **TIME PT.** to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Plaintiff's Counsel's Fees and Expenses amount for attorneys' fees not to exceed \$983,333 plus reasonable expenses, estimated at \$30,000, and request a Service Award of \$2,500 for each Class Representative (\$15,000 total), and to consider whether and if it should be approved. The date and time of the hearing may change without further notice. Please check **WEBSITE** to confirm that date has not changed and for a Zoom link to remotely attend the hearing. You may attend the hearing, with your own attorney, at your own expense, but you do not have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement and other documents, visit the documents section of the Settlement Website or contact class counsel at **NUMBER OR EMAIL**. You may also contact the Claims Administrator to update your address or contact information at **CONTACT INFORMATION**. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Postage
Required

Claims Administrator
c/o XXXXXXXX
P.O. Box XXXXX
New York, NY 10150-XXX



<<Barcode>>

Class Member ID: <<Refnum>>

VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE**CLAIM FORM****Claims must be submitted online or postmarked no later than DATE.**All class members can submit a claim form online at www.Website.com or the QR Code above.

If you are seeking only Credit Monitoring and Insurance Services and/or a Pro Rata Cash Fund Payment, you can complete and mail this Claim Form back to the Claims Administrator.

Claims for Documented Losses must be submitted using the claim form available on the settlement website or online.

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information.

First Name Last Name

Address

City

State

Zip Code

Credit Monitoring and Insurance Services**1. Would you like to sign up for credit monitoring and insurance services? YES or NO (circle)****Pro Rata Cash Fund Compensation****1. Would you like to choose the pro rata cash fund payment? YES or NO (circle)****2. Were you a California resident when doing business with STIIIZY? YES or NO (circle)**Instead of Documented Losses, Class Members may elect to receive a pro rata cash fund payment. If you were a California resident when doing business with STIIIZY, your pro rata cash fund payment will be double. The actual amounts of these payments will be adjusted up or down on a *pro rata* basis.The Claims Administrator may contact you for additional information. If you fail to respond, or the information that you provide cannot be verified, you may not receive the benefits that you have requested. **By signing my name below, I swear and affirm that the information included on this claim form is true and accurate, and that I am completing this Claim Form to the best of my personal knowledge.**

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
