

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE VARSITY BRANDS, INC. DATA  
BREACH LITIGATION,

This Document Relates To: All Cases

Master File No. 3:24-cv-02633-B

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement, effective as of December 12, 2025, is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs Dean Huntley, Tony Le, and Wanetta London (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Varsity Brands, Inc. (“Varsity Brands” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. CASE HISTORY**

On or about May 22, 2024, unauthorized cybercriminals gained access to Defendant’s computer systems and accessed Plaintiffs’ and Class Members’ personally identifying information (the “Data Incident”). Specifically, Plaintiffs allege that the categories of information potentially compromised in the Data Incident, include, but are not limited to: names, dates of birth, Social Security numbers, financial account information, credit card information, driver’s licenses numbers, and health insurance information (collectively, the “Private Information”). Defendant discovered this intrusion on May 24, 2024, and took steps to secure its systems and contain the

Data Incident. On or around October 14, 2024, Defendant sent notice of the Data Incident to 65,669 individuals.

As a result, Plaintiffs Huntley, Le, and London filed three separate but related actions in this Court for claims arising from the Data Incident. On November 22, 2024, the Court consolidated the three actions into the first filed case (the “Litigation”). Plaintiffs subsequently filed their Consolidated Class Action Complaint (“Complaint”) on January 3, 2025. On February 19, 2025, this Court granted the Parties’ Joint Motion to Stay pending the Parties’ scheduled mediation.

On May 3, 2025, the Parties engaged in a full day of mediation before Jill Sperber, a mediator experienced with consumer data privacy class action litigations. At the end of the mediation, the Parties were able to reach an agreement in principle following arms’-length negotiations and advocacy by counsel on behalf of the Parties, aided by Settlement Class Counsel’s (as defined below) extensive experience with complex litigation and in particular data breach cases. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

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

## **II. RISK OF LITIGATION AND BENEFITS OF SETTLEMENT**

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

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

### **III. DENIAL OF WRONGDOING AND LIABILITY**

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

### **IV. TERMS OF SETTLEMENT**

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

## 1. Definitions

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

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

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

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

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

1.5 “Complaint” means the operative Consolidated Class Action Complaint, filed in the Litigation on January 3, 2025.

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

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

1.7 “Court” means the Northern District of Texas, Dallas Division.

1.8 “Data Incident” means the data security incident affecting Defendant which occurred on or about May 22, 2024.

1.9 “Defendant” or “Varsity Brands” means Defendant Varsity Brands, Inc.

1.10 “Defendant’s Counsel” means Michael K. Hurst and Julia Simon of Lynn Pinker Hurst & Schwegmann, LLP, and Laura Lin and Nicholas Goldin of Simpson Thacher & Bartlett LLP.

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

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

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

1.14 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Fed. R. Civ. P. 23(e) and whether to enter a Final Approval Order and Judgment.

1.15 “Final Approval Order and Judgment” or “Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Litigation against Defendant with prejudice, releases the Released Persons from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, and satisfies the settlement-related provisions of Fed. R. Civ. P. 23(e) in all respects. The Settling Parties’ proposed form of Final Approval Order and Judgment is attached as **Exhibit E** to this Settlement Agreement.

1.16 “Litigation” means the three related actions filed in the Court and consolidated in the class action captioned *In re Varsity Brands, Inc. Data Breach Litigation*, File No. 3:24-cv-02633-B (N.D. Tex.)

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

1.18 “Notice Commencement Date” means fifteen (15) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, deadlines concerning the Objection Deadline and Opt-Out Deadline, and all other deadlines that flow from the Notice Commencement Date.

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

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

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

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

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

1.24 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling

Parties' proposed form of Preliminary Approval Order is attached as **Exhibit D** to this Settlement Agreement.

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

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

1.27 "Released Claims" shall collectively mean any and all claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; including, but not limited to, any Unknown Claims; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and



expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

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

1.29 “Plaintiffs” means Dean Huntley, Tony Le, and Wanetta London.

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

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

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

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

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

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

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

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

1.38 “Settlement Fund” means the one million and one hundred thousand United States Dollars (\$1,100,000) that Defendant shall cause to be paid pursuant to Section 2 of this Agreement.

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

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

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

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

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

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

1.45 “Unknown Claims” means any of the Released Claims that any Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the

provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs acknowledge that the releases contained in this Settlement Agreement may extend to claims that they do not know or suspect to exist in their favor at the time of the release of such claims. Plaintiffs hereby expressly waive any and all provisions, rights and benefits conferred under any law of the United States or any state or territory of the United States, or principle of common law, that protects them from releasing any claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of such claims, which if known by it might have materially affected their decision to enter into this Settlement Agreement. The claims released herein shall be deemed to be fully, finally and forever settled and released under the terms of this Settlement Agreement without regard to the subsequent discovery or existence of facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

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

## **2. Settlement Fund**

2.1 Defendant agrees to cause to be made a non-reversionary settlement payment of one million and one hundred thousand United States Dollars (\$1,100,000) via check and/or deposit into the Settlement Fund Account within seven (7) Business Days of the Effective Date of the settlement so long as Defendant has timely received the information set forth in Section 2.3.

2.2 The Settlement Fund shall be used to pay for all Approved Claims. In no event shall Defendant be obligated to pay more than one million and one hundred thousand United States Dollars (\$1,100,000) in connection to Costs of Settlement Administration, any Fee Award and Costs, any Service Awards, and all Approved Claims.

2.3 Settlement Class Counsel and/or the Settlement Administrator shall timely furnish to Defendant no later than the date of the Final Approval Hearing any required delivery information, account information, wiring instructions, and/or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account).

## **3. Settlement Fund Account**

3.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.

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

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

3.4 The Settling Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Settling Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

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

3.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator

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

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

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

#### **4. Settlement Benefits**

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

4.1.1. Credit Monitoring: Two years of credit monitoring and identity protection services from three credit bureaus, which includes \$1,000,000 in identity theft insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

4.1.2. Out-of-Pocket Losses: Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, and timely submit a Claim supported by reasonable documentation, will be eligible for a payment of up to six thousand and five hundred dollars (\$6,500), but not more than the documented and unreimbursed loss proven. Out-of-pocket unreimbursed losses include (i) out-of-pocket expenses such as: (a) bank fees, (b) long distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product; and (iii) losses resulting from identity theft, fraud, or similar victimization.

4.1.3. Cash Payment: Settlement Class Members may file a claim for a *pro rata* cash payment from the Settlement Fund estimated to be in the amount of \$100. Settlement Class Members do not need to submit any supporting documentation or attestations to receive this cash payment.

4.2 The Settlement Administrator shall distribute payments from the Settlement Fund first for qualifying claims for Out-of-Pocket Losses pursuant to Section 4.1.2, followed by approved claims for Credit Monitoring services pursuant to Section 4.1.1, and finally for approved claims for *pro rata* Cash Payments pursuant to Section 4.1.3.



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

4.4 Settlement Class Members making claims for any of the relief under Section 4.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or,

if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury.

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

4.6 Business Practice Enhancements. Defendant agrees that it has, and will continue to, undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' Private Information. Defendant estimates that the cost of implementing and/or maintaining these business practice enhancements for the next five (5) years will be in excess of \$2,000,000. All costs and expenses incurred implementing these business practice commitments have been and/or shall continue to be paid by Defendant, separate and apart from the Settlement Fund.

4.7 Confirmatory Discovery. Defendant has provided reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and state of residence, the facts and circumstances of the Data Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information. The parties agree that no further confirmatory discovery will be required to affect this Settlement Agreement.

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

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

5.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in this Court.

5.2. As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel shall submit this Settlement Agreement to the Court, and Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a

Preliminary Approval Order in the form to be agreed upon by the Settling Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 4.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of the proposed Settlement Class Counsel as settlement class counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of Atticus Administration, LLC as the Settlement Administrator.

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

**6. Notice Plan**

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

- a) *Class Member List*: No later than seven (7) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, “Class Member List”) that Defendant possesses. Defendant shall not otherwise be responsible for identifying or locating Settlement Class Members to Plaintiffs or the Settlement Administrator.
  - The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List.
- b) *Settlement Website*: Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;

(v) the Complaint; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom Defendant is in possession of an email address, via email to the email address provided to the Settlement Administrator by Defendant;
- To all Settlement Class Members for whom Defendant does not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by Defendant. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement

Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

- f) Contemporaneously with seeking Final Approval of the settlement, Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

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

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

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

## **7. Opt-Out or Request for Exclusion Procedures**

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

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



## **8. Objection Procedures**

8.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*In re Varsity Brands, Inc. Data Breach Litigation*, No. 3:24-cv-02633-B (N.D. Tex.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection; and, (vii) a list of the all cases (including the case name, court, and docket number) in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at a designated post office box, as well as to Settlement Class Counsel, William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120 and A. Brooke Murphy, Murphy Law Firm, 4116 Will Rogers Pkwy, Suite 700, Oklahoma City, OK 73108, and Defendant's Counsel, Laura Lin, Simpson Thacher & Bartlett LLP, 2475 Hanover Street, Palo Alto, CA 94304. The objector or his or her counsel may also file objections with the Court, with service on Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Settlement Class Counsel and Defendant's Counsel that are not otherwise filed with the Court, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement Agreement.

8.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 8.1 shall waive and forfeit all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 8.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## **9. Releases**

9.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Persons from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Released Claims, the Action, the Settlement Agreement, or the Settlement claims process. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery

in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

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

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

10.1 Settlement Class Counsel shall submit a request to the Court for payment of a Fee Award expressed as a percentage of the value conferred by the Settlement Agreement on the Settlement Class not to exceed one-third (1/3) of the Settlement Fund, and for reimbursement of Costs incurred in prosecuting and settling the Litigation not to exceed \$35,000. Any request for a Fee Award and Costs must be filed with the Court at least fourteen (14) days before the Objection Deadline/Opt-Out Deadline. For the avoidance of doubt, the Fee Award and Costs shall be paid from the Settlement Fund.

10.2 The Plaintiffs and Settlement Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed two thousand five hundred United States Dollars (\$2,500) per individual, to the Settlement Class Representatives. Any request for Service Awards must be filed with the Court at least fourteen (14) days before the Objection Deadline/Opt-Out Deadline. For the avoidance of doubt, Service Awards shall be paid from the Settlement Fund.

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

10.4 If approved by the Court, any Fee Award and Costs and Service Awards awarded by the Court shall be paid within ten (10) days after the Effective Date.

10.5 Any Fee Award and Costs and Service Awards awarded by the Court as set forth above shall be paid from the Settlement Fund to accounts established by Settlement Class Counsel. Such account(s) shall be disclosed to the Claims Administrator after the Court has granted Final Approval.

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

## **11. Administration of Claims**

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

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

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

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

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

11.6 To the extent any unclaimed Settlement Payments remain in the Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payment to Settlement Class Members, the remaining Settlement Fund shall be equally distributed to the St. Jude Children’s Research Hospital.

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

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

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

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

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

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

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

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

12.4 In the event that the Settlement Agreement or the releases set forth in Paragraph 9.1 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any settling party or Settling Parties' counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

### **13. Miscellaneous Provisions**

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

13.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement 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 Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

13.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

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



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

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

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

If to Plaintiffs or Settlement Class Counsel:	If to Defendant or Defendant's Counsel:
<p>William B. Federman <b>Federman &amp; Sherwood</b> 10205 N. Pennsylvania Ave Oklahoma City, OK 73120 Phone: (405) 235-1560 wbf@federmanlaw.com</p> <p>A. Brooke Murphy <b>Murphy Law Firm</b> 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108 abm@murphylegalfirm.com</p>	<p>Laura Lin <b>Simpson Thacher &amp; Bartlett LLP</b> 2475 Hanover Street Palo Alto, CA 94304</p>

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

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

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

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

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

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

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

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

/s/ William B. Federman

William B. Federman

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