SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Peter Lazar and Sheba Khan, individually and on behalf of Settlement Class Members (as defined in Paragraph 37) (together "Plaintiffs"), and International Shoppes, LLC and Diplomatic Duty Free Shops of New York, Inc. ("Defendants") (collectively the "Parties"), in the action *Peter Lazar and Sheba Khan v. International Shoppes, LLC and Diplomatic Duty Free Shops of New York, Inc.*, Index No. 623891/2025, filed in the Supreme Court of the State of New York, Nassau County (the "Action").

RECITALS

WHEREAS, on November 5, 2025, Plaintiffs filed a Complaint against Defendants in the Supreme Court of the State of New York, Nassau County, relating to a Data Incident affecting Defendants which occurred on or around November 16, 2023. Plaintiffs' Complaint asserts claims for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the New York Deceptive Trade Practices Act, and declaratory judgment;

WHEREAS, Plaintiff Peter Lazar initiated this litigation by filing a Class Action Complaint styled *Peter Lazar v. International Shoppes, LLC and Diplomatic Duty Free Shops of New York, Inc.*, Index No. 2:24-cv-04170, in the United States District Court for the Eastern District of New York on June 11, 2024. An Amended Complaint was filed adding Plaintiff Sheba Khan on December 12, 2024 (ECF No. 15). Defendants filed a Motion to Dismiss Plaintiffs' Amended Complaint (ECF No. 16) and Defendants' motion was fully briefed. (ECF Nos. 17-19). On May 22, 2025, the District Court granted Defendants' motion to dismiss in part and denied it in part, dismissing Plaintiffs' claims for unjust enrichment, breach of fiduciary duty, and violation of the New York Deceptive Trade Practices Act, and allowing Plaintiffs' negligence, breach of implied contract, and declaratory judgment claims to proceed. (ECF No. 20);

WHEREAS, on June 25, 2025, Defendants filed an Answer to the Amended Complaint denying any liability to Plaintiffs or the putative class;

WHEREAS, on August 29, 2025, the Parties filed a joint letter motion and requested a stay of proceedings due to an upcoming mediation. (ECF No. 29). The District Court approved the stay on August 30, 2025;

WHEREAS, on October 22, 2025, the Parties attended a mediation with Judge David E. Jones (Ret.) of Resolute Systems serving as mediator. At the end of a full-day mediation, the Parties reached a settlement in principle;

WHEREAS, the Parties proceeded to negotiate and draft this full Settlement Agreement and exhibits, and obtain bids for and retain a class action settlement administrator to conduct notice and claims administration;

WHEREAS, Plaintiffs proceeded to dismiss the action in the United States District Court for the Eastern District of New York without prejudice and refiled the action in the Supreme Court of the State of New York, County of Nassau;

WHEREAS, Defendants deny Plaintiffs' allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representatives and the class that they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under New York Civil Practice Law and Rules § 901, *et seq*.; and

WHEREAS, following extensive arm's length settlement negotiations, a mediation session, and the exchange of informal discovery, the Parties reached an agreement on the essential terms of settlement.

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

I. DEFINITIONS

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

1. "**Action**" means the class action lawsuit captioned *Peter Lazar and Sheba Khan v. International Shoppes, LLC and Diplomatic Duty Free Shops of New York, Inc.*, Index No. 623891/2025, filed in the Supreme Court of the State of New York, Nassau County.

2. "**Aggregate Cap**" means the maximum total amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) that Defendants and the Released Parties will be required to pay under this Settlement Agreement.

3. "**Alternative Cash Payment**" means a cash payment of $50.00 that a Participating Settlement Class Member may claim, as described in Paragraph 41(c). The Alternative Cash Payment is available in lieu of submitting a claim for Out-of-Pocket Losses, but may be claimed in addition to Credit Monitoring Services.

4. "**Approved Claim**" means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

5. "**Claim Form**" means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit C**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

6. "**Claims Deadline**" means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.

7. "**Claims Period**" means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.

8. “**Class Counsel**” means Cassandra P. Miller of Strauss Borrelli PLLC.

9. “**Class Representatives**” means the Plaintiffs in this Action, Peter Lazar and Sheba Khan.

10. “**Court**” means the Supreme Court of the State of New York, Nassau County.

11. “**Credit Monitoring Services**” means two (2) years of credit monitoring provided by CyEx, or such other provider as jointly agreed to by the Settling Parties. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and $1 million in identity theft insurance, among other features.

12. “**Data Incident**” means the data security incident affecting Defendants which occurred on or around November 16, 2023.

13. “**Defendants’ Counsel**” means Greenberg Traurig, LLP.

14. “**Effective Date**” means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any award of attorneys’ fees, costs, and expenses or Service Awards to the Class Representatives shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

15. “**Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel, as set forth in Paragraph 69.

16. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine whether the Settlement should be given final approval and whether to enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

17. “**Final Approval Order and Judgment**” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of New York Civil Practice Law and Rules § 901, *et seq*., and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any award of attorneys’ fees, costs, and expenses or Service Awards to the Class Representatives made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

18. "**Litigation Costs and Expenses**" means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

19. "**Notice**" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit A** ("Short Form Notice") and **Exhibit B** ("Long Form Notice").

20. "**Notice Deadline**" means the last day by which Notice must begin to issue to the Settlement Class Members, and which will occur thirty (30) days after entry of the Preliminary Approval Order.

21. "**Notice and Administrative Expenses**" means all of the expenses incurred or charged by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement benefits to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

22. "**Objection Deadline**" is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

23. "**Opt-Out Deadline**" is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

24. "**Out-of-Pocket Losses**" means documented expenses or documented monetary losses that a Settlement Class Member actually and reasonably incurred, are fairly traceable to the Data Incident, and have not been reimbursed by a third party. Eligible Out-of-Pocket Losses are subject to the per-claimant limit of $4,000.00 described in Paragraph 41(a). Settlement Class Members must submit documentary proof supporting their claims and attest under penalty of perjury that they reasonably believe that the expense or loss was incurred as a result of the Data Incident and that they were not previously reimbursed. This documentary proof can include receipts or other documentation not "self-prepared" by the claimant that documents the costs or losses 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. Examples of compensable Out-of-Pocket Losses include, without limitation:

a. *Documented unreimbursed expenses* incurred as a result of the Data Incident, such as fees for credit reports, credit monitoring, or identity theft protection; professional fees (including attorneys, accountants, or credit repair services); costs to freeze or unfreeze credit reports; and incidental expenses such as notary, fax, postage, copying, mileage, or telephone charges.

b. *Documented monetary losses* resulting from fraud, identity theft, or misuse occurring after November 16, 2023 and before the end of the Claims Period, that were more likely than not caused by the Data Incident, and for which the Settlement Class Member made reasonable efforts to mitigate or obtain reimbursement, including use of any available credit monitoring or identity theft insurance.

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

26. "**Personal Information**" means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. "**Preliminary Approval Order**" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under New York Civil Practice Law and Rules § 901, *et seq*., and determining that the Court will likely be able to certify the Settlement Class for purposes of settlement and judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. "**Released Claims**" means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that arise out of or relate to the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendants' information security policies and practices, or Defendants' maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. "**Released Parties**" means Defendants and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants' and these entities' respective predecessors, successors, officers, directors, current and former employees (and their dependents), advisors, vendors, stockholders, members, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

30. "**Releasing Parties**" and a "**Releasing Party**" means the Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. "**Request for Exclusion**" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and

manner provided for in the Notice and as described below in Paragraph 53.

32. "**Service Awards**" means compensation awarded by the Court and paid to any Class Representatives in recognition of their role in this litigation.

33. "**Settlement**" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. "**Settlement Administrator**" means Simpluris, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, or such other administrator as jointly agreed upon by the Settling Parties and approved by the Court.

35. "**Settlement Class**" means all individuals residing in the United States whose Personal Information was compromised in the Data Incident discovered by Defendants in December 2023, including all those individuals who received notice of the Data Incident. Defendants represent that the Settlement Class consists of approximately 5,382 individuals. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

36. "**Settlement Class List**" means the list generated by Defendants containing the full names and current or last known home addresses for Settlement Class Members, which Defendants shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

37. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

38. "**Settlement Payment**" or "**Settlement Check**" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraphs 45-48.

39. "**Settlement Website**" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for a Fee Award and Costs and/or Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

40. **Credit Monitoring Services**. All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided by CyEx which will include two (2) years of one-bureau credit monitoring and $1 million in identity theft protection insurance, among other features. Enrollment in Credit Monitoring Services is available to all Participating Settlement Class Members, regardless of whether or which cash benefit they elect under this Agreement.

41. **Cash Benefits**. Defendants will pay Approved Claims for Out-of-Pocket Losses, or, in the alternative, an Alternative Cash Payment, as described below, up to an aggregate cap of Five Hundred Thousand Dollars ($500,000.00). If total Approved Claims under this Paragraph exceed $500,000.00, such Claims shall be reduced on a *pro rata* basis to stay within the cap. Participating Settlement Class Members may elect to receive Credit Monitoring Services regardless of which monetary benefit they choose between: (1) submitting a claim for Out-of-Pocket Losses, or (2) electing the Alternative Cash Payment described below.

   a. **Claims for Out-of-Pocket Losses**. Participating Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses (as defined in Paragraph 24) of up to $4,000.00 per claimant. Claims for Out-of-Pocket Losses must be supported by reasonable third-party documentation and Settlement Class Members must attest under penalty of perjury that they reasonably believe that the Out-of-Pocket Losses were incurred as a result of the Data Incident and that they were not previously reimbursed. Submitting a claim for Out-of-Pocket Losses does not preclude enrollment in Credit Monitoring Services.

   b. **Alternative Cash Payment**. Participating Settlement Class Members may elect to receive a single payment of Fifty Dollars ($50.00) in lieu of submitting a claim for Out-of-Pocket Losses. For the avoidance of doubt, Class Members who elect the Alternative Cash Payment may not submit any other claim for monetary reimbursement under this Agreement, including claims for Out-of-Pocket Losses, but may still elect to receive Credit Monitoring Services. To receive the Alternative Cash Payment, a Class Member must check the appropriate box on the Claim Form. No supporting documentation is required.

42. **Business Practice Commitments**. Defendants will provide a confidential declaration to Class Counsel and, if requested, to the Court for *in camera* review, describing its information security enhancements since the Data Incident and an estimate of the cost of those enhancements. The cost of such enhancements will be paid by Defendants separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

43. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement

Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the end of the Claims Period. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendants' Counsel.

44. **Claims Review Process**. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment is valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. In determining the validity of claims for Out-of-Pocket Losses, the Settlement Administrator will determine (i) whether the Settlement Class Member submitted the required documentation and (ii) whether the claimed loss was previously reimbursed by a third party;

d. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after November 16, 2023; (ii) whether the alleged loss involved the types of information for that specific Participating Settlement Class Member that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) any other factors the Settlement Administrator reasonably deems relevant.

e. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

g. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services or Out-of-Pocket Losses by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

h. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

45. Payment.

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of the total amount of all Approved Claims for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment, and also provide only to Defendants a list of all Settlement Class Members whose claims were approved and in what amount, funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms. Within forty-five (45) days of receiving this accounting, Defendants or their representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses and/or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45(a).

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

47. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to

locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

48. **Voided Checks**. In the event a Settlement Payment in the form of a check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

49. **Timing of Notice**. Within ten (10) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

50. **Form of Notice**. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. Before Notices are mailed or emailed, Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

51. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendants. The Settlement Website shall contain relevant documents germane to this Action, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for a Fee Award and Costs and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement

Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administrative Expenses**. Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement benefits in Paragraphs 40-42, but subject to the Aggregate Cap of $500,000.00.

V. OPT-OUTS AND OBJECTIONS

53. **Opt-Outs**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable unequivocal statement that the individual does not wish to participate in the Settlement Class at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement Class and will be bound by the Settlement.

54. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Class Counsel's request for attorney's Fee Award and Costs and Services Awards by filing written objections with the Court, and sending them to Class Counsel and Defendants' Counsel by mail or hand-delivery at the addresses set forth in the Long Form Notice, no later than the Objection Deadline, which shall be no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceeding; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the personal signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

55. Within seven (7) days after the deadline to opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid request for exclusions.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing Notice to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

j. After the Effective Date, working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services;

k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l. Providing weekly or other periodic reports to Class Counsel and Defendants' Counsel that include information regarding claims, objections, Requests for Exclusion and other data agreed to between Class Counsel, Defendants' Counsel and the Settlement Administrator;

m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Class Counsel, Defendants' Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

58. **Preliminary Approval**. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendants.

59. **Final Approval**. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, substantially in the form set forth in **Exhibit E**, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendants.

60. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

61. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

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

63. **Effect of Termination**. In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, nor shall any draft of this Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation, nor any rulings regarding class certification for settlement purposes have any effect or be admissible into evidence for any purpose in the Action or any other proceeding, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

IX. RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims. Plaintiffs, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

65. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or

the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

66. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Class Representatives, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiffs in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARDS

67. **Service Awards**. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Four Thousand and Five Hundred Dollars and Zero Cents ($4,500.00) for each of the Class Representatives, for a total of Nine Thousand Dollars and Zero Cents ($9,000.00), in recognition of their contributions to this Action, subject to Court approval. Defendants shall pay the Court-approved Service Awards to an account established by or on behalf of Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Class Counsel will then distribute the Service Awards.

68. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEE AWARD AND COSTS

69. **Attorneys' Fee Award and Costs**. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and costs not to exceed One Hundred and Sixty Five Thousand Dollars and Zero Cents ($165,000.00), paid separate and apart from the Settlement benefits to the Class, and subject to Court approval. In no event shall Defendants be liable to pay more than $165,000.00 in attorneys' fees and costs for Plaintiffs or the Settlement Class. Defendants shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Class Counsel shall ensure that a duly executed IRS Form W-9 and payment instructions are provided through secure processes.

70. **Allocation**. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendants and their insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

71. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

72. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. Neither this Agreement nor any action taken by the Parties either previously or in connection with the negotiations or

proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

73. **No Use of Agreement**. This Settlement Agreement is for settlement purposes only. Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Action or in any proceeding in any court, administrative agency or other tribunal. Nothing contained herein is or shall be construed or admissible as an admission by Defendants that Plaintiffs' claims or any similar claims are suitable for class treatment other than pursuant to this Settlement Agreement.

74. **No Claims Based on Administration of Settlement**. No person shall have any claim against Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

XIII. MISCELLANEOUS

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

76. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

77. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

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

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

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

81. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

83. **No Conflict Intended**. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

84. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

85. **Stay of Proceedings**. The Parties stipulate to the stay of any litigation deadlines in the Action until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

86. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

87. **Notices**. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Tel: (872) 263-1100
Email: cmiller@straussborrelli.com

All notices to Defendants or Defendants' Counsel provided for herein, shall be sent by overnight mail and email to:

Stephen Saxl
GREENBERG TRAURIG, LLP
One Vanderbilt Avenue
New York, NY 10017
Tel: (212) 801-9200
Email: saxls@gtlaw.com

The notice recipients and addresses designated above may be changed by written notice.

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

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

PETER LAZAR

By: ______________________________ Date: 01 / 13 / 2026

SHEBA KHAN

By: ______________________________ Date: __________________

STRAUSS BORRELLI PLLC
Counsel for Plaintiffs and the Settlement Class (as to form only)

By: ______________________________ Date: __________________
Cassandra P. Miller

INTERNATIONAL SHOPPES, LLC

By: ______________________________ Date: __________________

Name: ____________________________

Title: ____________________________

DIPLOMATIC DUTY FREE SHOPS OF NEW YORK, INC.

By: ______________________________ Date: __________________

Name: ____________________________

Title: ____________________________

GREENBERG TRAURIG, LLP
Counsel for Defendants (as to form only)

By: ______________________________ Date: __________________
Stephen Saxl

<u>SIGNATURES</u>

PETER LAZAR

By: ____________________________ Date: __________________

SHEBA KHAN

By: ____________________________ Date: __________________

STRAUSS BORRELLI PLLC
Counsel for Plaintiffs and the Settlement Class (as to form only)

By: ____________________________ Date: 1/29/2026
Cassandra P. Miller

INTERNATIONAL SHOPPES, LLC

By: ____________________________ Date: __________________

Name: __________________________

Title: ___________________________

DIPLOMATIC DUTY FREE SHOPS OF NEW YORK, INC.

By: ____________________________ Date: __________________

Name: __________________________

Title: ___________________________

GREENBERG TRAURIG, LLP
Counsel for Defendants (as to form only)

By: ____________________________ Date: __________________
Stephen Saxl

SIGNATURES

PETER LAZAR

By: ____________________ Date: ________________

SHEBA KHAN

By: ____________________ Date: ________________

STRAUSS BORRELLI PLLC
Counsel for Plaintiffs and the Settlement Class (as to form only)

By: ____________________ Date: ________________
Cassandra P. Miller

INTERNATIONAL SHOPPES, LLC

By: ____________________ Date: Jan 14 2026

Name: M Greenbaum

Title: Manager

DIPLOMATIC DUTY FREE SHOPS OF NEW YORK, INC.

By: ____________________ Date: Jan 14 2026

Name: M Greenbaum

Title: Manager

GREENBERG TRAURIG, LLP
Counsel for Defendants (as to form only)

By: ____________________ Date: January 14, 2026
Stephen Saxl