Exhibit A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

In re JOHNSON CONTROLS, INC. DATA INCIDENT LITIGATION **This Document Relates To: All Actions**	**Lead Case No.: 25-cv-00955-BHL**

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Johnson Controls, Inc. ("Defendant" or "Johnson Controls"). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant Johnson Controls is a publicly traded, Wisconsin-based company that provides building technology, software and services.

2. On or about September 24, 2023, Johnson Controls became aware of a cyber incident that involved the disruption of its information technology systems. Johnson Controls determined that an unauthorized actor accessed certain Johnson Controls systems from approximately February 1, 2023 to September 30, 2023, and potentially gained access to and exfiltrated certain data from its systems, including Private Information.

3. As a result, Plaintiffs filed multiple class action complaints and, after the Court consolidated their cases, they filed their Consolidated Class Action Complaint on December 3, 2025 alleging claims for: (1) negligence, (2) breach of implied contract, (3) breach of fiduciary

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.

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duty, (4) breach of Confidence, (5) Unjust Enrichment / Quasi Contract, (6) Violation of California's Unfair Competition Law (UCL) Cal. Bus. & Prof. Code § 17200, et seq., and (7) Violation of the California Consumer Privacy Act Cal. Civ. Code §§ 1798.100, et. seq. ("CCPA").

4. In an effort to conserve the Parties' resources and for the benefit of those individuals potentially impacted by the Data Incident, the Parties initiated early settlement discussions. The Parties exchanged informal discovery to aid in settlement discussions.

5. The Parties engaged experienced Wisconsin mediator, Hon. David Jones (ret.). After an all-day and in-person mediation consisting of arms-length negotiations between experienced counsel that took place on April 28, 2026, the parties reached an agreement in principle to settle the matter on a class wide basis following a mediator's proposal.

6. The materials terms of this class-wide Settlement are now codified in this Settlement Agreement.

7. The Parties now agree to settle the Action entirely, without any admission or acknowledgement of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other

than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

8. "**Action**" means the consolidated class action lawsuit entitled: *Johnson Controls, Inc. Data Incident Litigation*, Lead Case No. 25-cv-00955-BHL, pending in the United States District Court for the Eastern District of Wisconsin.

9. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Settlement Agreement.

10. "**Application for Attorneys' Fees, Costs, and Service Award**" means the application made with the Motion for Final Approval of attorneys' fees and costs for Class Counsel, and Service Award for the Class Representative

11. "**CAFA Notice**" means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

12. "**Cash Payment**" means compensation paid to Settlement Class Members who

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submitted a Claim and elected Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash.

13. "**Cash Payment A – Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $5,000.00, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section V herein.

14. "**Cash Payment B – Alternate Cash**" means the Settlement Class Member Benefit in the estimated amount of $50.00 that Settlement Class Members may elect pursuant to Section V herein.

15. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Cash Payment and Credit Monitoring under the terms of this Settlement Agreement.

16. "**Claim Form**" means the proof of claim form to be used by Settlement Class Members to submit a Settlement Claim under this Settlement Agreement, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

17. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

18. "**Claims Deadline**" means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Date.

19. "**Claims Process**" means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator for the election of Settlement Benefits, including the procedure to approve or reject Claims.

20. "**Class Counsel**" means Raina Borrelli of Strauss Borrelli PLLC, Jeff Ostrow of Kopelowitz Ostrow, Gary Klinger of Milberg PLLC, and Kevin Laukaitis of Laukaitis Law, LLC.

21. "**Class List**" means the list of the names and current or last known mailing address

or email information, to the extent reasonably available, for the approximately 578,699 individuals notified of the Data Incident that Defendant shall prepare and provide to the Settlement Administrator within ten (10) days of Preliminary Approval.

22. "**Class Representatives**" means the Plaintiffs who are approved by the Court to serve as Class Representatives.

23. "**Complaint**" means the Consolidated Class Action Complaint filed by Plaintiffs on December 3, 2025.

24. "**Court**" means the United States District Court for the Eastern District of Wisconsin and the Judge(s) assigned to the Action.

25. "**Credit Monitoring**" means the two years of a credit monitoring product provided through the Settlement that Settlement Class Members may elect as part of the Settlement Benefits pursuant to Section V herein.

26. "**Data Incident**" means the cybersecurity incident impacting Defendant from approximately February 1, 2023 through September 30, 2023, and which may have resulted in the unauthorized access to Private Information.

27. "**Defendant**" means Johnson Controls, Inc.

28. "**Defendant's Counsel**" means Benjamin Perry and Jeffrey Coren of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

29. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming

the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

30. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

31. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, without material changes to the Parties' agreed-upon proposed final approval order and judgment, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement Agreement.

32. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Award, and determine the fairness, adequacy, and reasonableness of the Settlement. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

33. "**Final Approval Order**" means the final order and judgement the Court enters that grants Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

34. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

35. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

36. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file

with the Court seeking Preliminary Approval of the Settlement.

37. "**Net Settlement Fund**" means the Settlement Fund after deductions for Settlement Administration Costs, attorneys' fees, costs, and Service Awards.

38. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. **"Notice Date"** means the first day by which Notice is issued to the Settlement Class Members and will occur no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order.

40. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website and toll-free Settlement telephone line.

41. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. "**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 Date.

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

44. "**Party**" means each of the Plaintiffs and Defendant, and "Parties" means Plaintiffs and Defendant, collectively.

45. "**Plaintiffs**" mean Jennifer C. Gorman, Hal Bauer, Derek Hefley, Carol McKinnon, Frank Waddell, Chris Broadhead, Mohammad Asem Alkhatib, and William John Pacheco, the plaintiffs in the Complaint.

46. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the

form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

47. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

48. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

49. "**Private Information**" means some combination of Settlement Class Members' name, Social Security number, date of birth, health insurance and medical information, financial account information, government identification numbers, and biometric data.

50. "**Related Entities**" means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, 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 this Action, 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 criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

51. "**Releases**" means the releases and waiver set forth in Section XIII of this Agreement.

52. "**Released Claims**" collectively 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 are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action (including the Complaint and any amendment thereto), Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties 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.

53. "**Released Parties**" means the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

54. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

55. "**Service Awards**" means the payment the Court may award the Plaintiffs for serving as Class Representative, which is in addition to any Settlement Benefit due to Plaintiffs as Settlement Class Members.

56. "**Settlement Administrator**" means Kroll Settlement Administration LLC.

57. "**Settlement Administration Costs**" means the reasonable costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

58. "**Settlement Benefits**" means the benefits for: 1) two years of one-bureau credit monitoring; 2) documented losses; and 3) an alternate cash payment that Settlement Class Members may file Claims for under this Settlement Agreement, as set forth in Section V herein.

59. "**Settlement Class**" means all living individuals residing in the United States who were sent notice that their Private Information may have been compromised as a result of the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors or officers of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

60. "**Settlement Class Member**" means any member of the Settlement Class.

61. "**Settlement Fund**" means a non-reversionary common fund to be funded by Defendant in the amount of $5,475,000.00, which shall be deposited into the Escrow Account pursuant to Section III herein. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs, including the costs of notice; and (c) any Court-awarded Attorneys' Fees, Costs, and Service Awards to Class Representatives. Under no circumstances will Defendant have any further monetary payment obligations under this Agreement.

62. "**Settling Parties**" means, collectively Defendant and Plaintiffs, individually and on behalf of the Settlement Cass Members.

63. "**Settlement Website**" means the website the Settlement Administrator will

establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after the Effective Date.

64. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

III. Settlement Fund

65. Within forty-five (45) days of an order granting Preliminary Approval of the Settlement, Defendant shall fund or cause to fund $400,000.00 in cash to the Escrow Account partially establishing the Settlement Fund for the purposes of settlement administration. The Settlement Administrator shall provide payment instructions, a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Within forty-five (45) days following Final Approval, the Defendant shall fund or cause to be funded the remaining $5,075,000.00 to the Escrow Account to complete the funding of the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. In the event there is no Final Approval, or the Effective Date does not occur, following the payment

of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

66. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs, including notice; and (c) any Court-awarded Attorneys' Fees, Costs, and Service Award to Class Representative.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

68. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for purposes of settlement only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final

Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

69. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive two years of one-bureau Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant without receiving a Cash Payment or Credit Monitoring.

a. Credit Monitoring

Settlement Class Members may submit a Claim to receive two years of one-bureau Credit Monitoring. The Credit Monitoring product will provide the following benefits: credit monitoring, real-time alerts, and insurance coverage for up to $1,000,000 for identity theft. This shall be available to any Settlement Class Member regardless of whether they previously received any credit monitoring product related to the Data Incident or otherwise.

b. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable

documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Cash Payment A Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

Documented Losses eligible for reimbursement under this section include, but are not limited to, the following:

(i) monetary losses as a result of actual identity theft if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between February 1, 2023 and the date the Claim was submitted;

(ii) postage;

(iii) copying, scanning, faxing;

(iv) mileage and other travel-related charges;

(v) parking;

(vi) notary charges;

(vii) research charges;

(viii) cell phone charges (only if charged by the minute);

(ix) long distance phone charges;

(x) data charges (only if charged based on the amount of data used);

(xi) text message charges (only if charged by the message);

(xii) bank fees; and

(xiii) professional fees, such as fees for accountants and attorneys.

c. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require attestation or the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately $50.00, which could be lower or higher based on the number of Valid Claims.

72. ***Pro Rata* Adjustments on Cash Payments** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the Settlement Benefits in the Settlement Fund in the following order: (1) Credit Monitoring, (2) Cash Payment A – Documented Losses, and (3) Cash Payment B – Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund.

VI. Settlement Approval

73. Within fifteen (15) days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

74. The Motion for Preliminary Approval shall, among other things, request the Court

to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Class Counsel and Plaintiffs as Class Representatives as for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

75. The Parties agree that, subject to Court approval, Kroll Settlement Administration LLCshall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

76. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

77. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by providing CAFA notice, notifying the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and

sending Settlement Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Escrow Account approved by the Parties;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of Cash Payment, and the number of Claims for Credit Monitoring, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other

information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Credit Monitoring product.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring access information have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

78. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order.

79. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. 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 Postcard 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 Postcard Notice to the forwarding address within ten (10) days of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least fourteen (14) days prior to the Objection Deadline and Opt-Out Deadline, a Postcard 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 Postcard Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

80. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form with a QR code linked to the Claim Form on the Settlement Website; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No

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additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

81. The Settlement Administrator shall establish the Settlement Website no later than one day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and it shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) contain the requestor's full name, mailing address, telephone number, and email address (if any); and (c) include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

a. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out, will not be allowed.

83. The Long Form Notice also shall include a procedure for Settlement Class

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Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection by the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

84. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former

or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. that any objector or objector's counsel who uses Artificial Intelligence to assist in drafting their objection must disclose that they used it and what platform they used.

g. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

IX. Claim Form Process and Disbursement of Settlement Benefits

85. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

86. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

87. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

88. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

89. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement

Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree, subject to the terms in Section V above.

91. Where a good faith basis exists, the Settlement Administrator may convert, reduce

or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

92. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have twenty (20) days from the Claim Form Deadline to approve or reject Claims;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve,

deny, or reduce a Claim shall be final and binding.

93. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

94. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

95. The Settlement Administrator shall distribute the Settlement Benefits no later than sixty (60) days after the Effective Date.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will select their preferred method of payment on the Claim Form, with the option to select from alternative forms of electronic payment or paper check. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them, which may include re-issuing a paper check to the Claimant. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or

incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

97. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Credit Monitoring receive instructions on how to enroll in the Credit Monitoring product.

X. Final Approval Order and Final Judgment

98. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

99. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal

from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

105. ***Service Awards*** – The Class Representatives may seek Service Awards of up to $4,000.00 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 60 days of the Effective Date.

106. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of reasonable attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 60 days of Effective Date.

107. In the event that any award of attorneys' fees, costs, or Service Awards is later reversed, vacated, reduced, or otherwise modified, in whole or in part, by the Court or on appeal, Class Counsel and any affected Class Representative shall, within thirty (30) days after such

order becomes final, repay to the Escrow Account the amount by which the award was reduced, together with any interest earned thereon, for the benefit of the Settlement Class.

108. This Settlement is not contingent on approval of the request for attorneys' fees, costs or Service Awards, and if the Court denies the requests or grants amounts less than what were requested, the remaining provisions of the Agreement shall remain in force. The provisions for Service Awards, attorneys' fees and costs were negotiated after all material terms of the Settlement.

109. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund.

XII. Disposition of Residual Funds

109. In the event there are funds remaining in the Settlement Fund twenty (20) days following a 90-day period to cash checks, following payment of all Settlement Class Member Payments, any residual funds shall be distributed to the Electronic Frontier Foundation, the leading nonprofit defending digital privacy, free speech, and innovation. *See* https://www.eff.org/.

XIII. Releases

110. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and

agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment 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 (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), 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.

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

112. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Benefits, under the Settlement.

113. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any

and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

114. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

115. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

116. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. 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, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XV. Effect of Termination

117. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement 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 rights, claims, and defenses will be retained and preserved.

118. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

119. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and

protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

120. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

121. This Agreement constitutes a compromise and settlement of disputed claims.

XVII. Miscellaneous Provisions

122. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law, including as required by applicable securities laws. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the

Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

123. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

124. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

126. ***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 met and conferred in an attempt to resolve the dispute.

127. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

128. ***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.

129. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Wisconsin, without regard to the principles thereof regarding choice of law.

130. ***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 Parties do not sign the same counterparts. Original signatures are not required.

131. ***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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

132. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Ave., Suite 1610
Chicago, IL 60611
872-263-1100
raina@straussborrelli.com

If to Defendant or Defendant's Counsel:

Michael Furlong
Legal Director, Global Labor & Employment Law
Johnson Controls
5757 N. Green Bay Ave.
Milwaukee, WI 53201
michael.furlong@jci.com

with a copy to:

Jeffrey D. Coren
Ogletree Deakins
Seneca One Tower
1 Seneca Street, Suite 1075
Buffalo, NY 14203
jeffrey.coren@ogletreedeakins.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

133. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

134. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

135. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their

behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. 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.

136. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

* * ***Remainder of page intentionally left blank*** * *

Case 2:25-cv-00955-BHL Filed 07/24/26 Page 38 of 76 Document 38-1

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CLASS COUNSEL (for the Settlement Class):

Raina Borrelli

Date: 07 / 21 / 2026

Raina Borrelli
Strauss Borrelli PLLC

Jeffrey Ostrow

Date: 07 / 21 / 2026

Jeff Ostrow
Kopelowitz Ostrow P.A.

Date: 07 / 23 / 2026

Gary Klinger
Milberg PLLC

Date: 07 / 21 / 2026

Kevin Laukaitis
Laukaitis Law, LLC

On Behalf of Defendant Johnson Controls, Inc.:

Date: _____

By: _____

Its: _____

COUNSEL FOR DEFENDANT

Date: _____

Jeffrey D. Coren
Ogletree Deakins

Doc ID: 19b72fca3c983a7d0575b8685cb0fbbd48e57d22

CLASS COUNSEL (for the Settlement Class):

_____ Date: _____
Raina Borrelli
Strauss Borrelli PLLC

_____ Date: _____
Jeff Ostrow
Kopelowitz Ostrow P.A.

_____ Date: _____
Gary Klinger
Milberg PLLC

_____ Date: _____
Kevin Laukaitis
Laukaitis Law, LLC

On Behalf of Defendant Johnson Controls, Inc.:

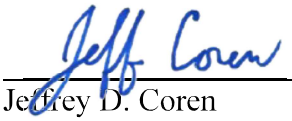


Date: 7/21/2026

By: Richard Dancy

Its: Vice President

COUNSEL FOR DEFENDANT



Date: 7/23/2026
Jeffrey D. Coren
Ogletree Deakins

— EXHIBIT 1 —

Doc ID: 19b72fca3c983a7d0575b8685cb0fbbd48e57d22

In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

Records indicate that your Private Information may have been compromised by a Data Incident from February 1, 2023 through September 30, 2023. You may be eligible for benefits from a class action settlement.

www.[website].com

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

Doc ID: 19b72fca3c983a7d0575b8685cb0fbbd48e57d22

A Settlement has been reached with Johnson Controls, Inc. (the "Defendant" or "Johnson Controls") in the class action lawsuit, *In re Johnson Controls Inc. Data Incident Litigation,* Lead Case No. 25-cv-00955-BHL, regarding a cybersecurity incident impacting the Defendant from approximately February 1, 2023 through September 30, 2023 (the "Data Incident"). The Data Incident may have resulted in unauthorized access to personally identifiable information ("Private Information"). The Defendant denies any and all wrongdoing.

Who is included in the Settlement? The Defendant's records indicate you are a Settlement Class Member. The Settlement Class consists of all living individuals residing in the United States who were sent notice that their Private Information may have been compromised as a result of the Data Incident.

What does the Settlement provide? If approved by the Court, the Defendant will pay $5,475,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims as well as Settlement Administration Costs and any Court-awarded Attorneys' Fees, Costs and Service Awards to Class Representatives. Monetary benefits include a cash payment of up to $5,000 per Settlement Class Member for documented losses related to the Data Incident (Cash Payment A) or an alternate cash payment estimated to be $50 (Cash Payment B). Settlement Class Members may also claim two (2) years of Credit Monitoring.

How do I get Settlement Benefits? You must submit a Claim Form by **Month XX, 2026** to receive Settlement Benefits. Claim Forms must be submitted online at **www.[website].com** by 11:59 p.m. XT, or mailed postmarked by **Month XX, 2026**. Please visit the Settlement Website for a full description of the Settlement Benefits and how to submit a Claim Form.

What are my other options? If you do nothing, you will not receive Settlement Benefits, you will remain a Settlement Class Member, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called "opting out"). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

The Court's Final Fairness Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve Settlement, Class Counsel's request for Attorneys' Fees of up to one-third of the Settlement Fund ($1,825,000) plus reasonable costs, and a $4,000 Service Award to each of the Class Representatives who brought this Action on behalf of the Settlement Class. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit www.[website].com for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

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In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

Doc ID: 19b72fca3c983a7d0575b8685cb0fbbd48e57d22

<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claim Forms must be postmarked no later than **Month XX, 2026**.

If you wish to submit a Claim for **Cash Payment A - Documented Losses**, you MUST submit a Claim Form online or use the full Claim Form available on the Settlement Website.

Class Member ID: <<refnum>>
<<firstname>> <<mi>> <<lastname>>
<<address1>> <<address2>> <<City>>,
<<State>> <<Zip>>

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

Address

City State Zip Code

Settlement Benefits:

You may claim one or both of the following Settlement Benefits. Check the box(es) next to the benefit(s) you are claiming.

☐ **Credit Monitoring**: Yes, I want to receive two (2) years of one-bureau Credit Monitoring, including real-time alerts, and insurance coverage for up to $1,000,000 for identity theft.

☐ **Cash Payment B – Alternate Cash**: Yes, I want to receive a *pro rata* (proportional) cash payment estimated at $50*

*Payment amount to be determined after all costs, fees, and awards have been deducted and all Valid Claims submitted.

Select **one** of the following payment options to receive your cash payment (Mobile Number and/or Email Address is required on your selection below):

☐ **Pay Pal** ☐ **Venmo** ☐ **Zelle** ☐ **E-Mastercard** ☐ **Check**

(___ ___ ___) ___ ___ ___ - ___ ___ ___ ___ _____ @_____

Mobile Number **Email Address**

By signing below, I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this Claim Form are true and correct to the best of my knowledge or recollection:

Signature: _____ Date (MM/DD/YYYY): ___ ___ / ___ ___ / ___ ___ ___ ___

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— EXHIBIT 2 —

Doc ID: 19b72fca3c983a7d0575b8685cb0fbbd48e57d22

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of Wisconsin
In re Johnson Controls, Inc. Data Incident Litigation, Lead Case No. 25-cv-00955-BHL

Were you notified that your Private Information may have been impacted by a Data Incident at Johnson Controls from February 1, 2023 through September 30, 2023? You may be eligible for benefits from a class action settlement.

A federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Johnson Controls, Inc. (the "Defendant" or "Johnson Controls") in a class action lawsuit regarding a cybersecurity incident impacting the Defendant from approximately February 1, 2023 through September 30, 2023 (the "Data Incident"). The Data Incident may have resulted in unauthorized access to personally identifiable information ("Private Information"). The Plaintiffs allege negligence, breach of implied contract, unjust enrichment, and violations of various consumer protection act statutes, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all living individuals residing in the United States who were sent notice that their Private Information may have been compromised as a result of the Data Incident.
- If approved by the Court, the Defendant will pay $5,475,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims as well as Settlement Administration Costs and any Court-awarded Attorneys' Fees, Costs and Service Awards to Class Representatives. Monetary benefits include a cash payment of up to $5,000 per Settlement Class Member for documented losses related to the Data Incident (Cash Payment A) or an alternate cash payment estimated to be $50 (Cash Payment B). Settlement Class Members may also claim two (2) years of Credit Monitoring.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	**Month XX, 2026**
OPT OUT OF/EXCLUDE YOURSELF FROM THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	**Month XX, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	**Month XX, 2026**
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	**No deadline**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re Johnson Controls, Inc. Data Incident Litigation*, Lead Case No. 25-cv-00955-BHL pending in the United States District Court for the Eastern District of Wisconsin. The people who filed this Action are called the "Plaintiffs" and the company they sued, Johnson Controls, Inc. (the "Defendant" or "Johnson Controls"), is called the "Defendant."

2. What is this Action about?

On or about September 24, 2023, the Defendant became aware of a cyber incident that involved the disruption of its information technology systems. The Defendant determined that an unauthorized actor accessed certain Johnson Controls systems from approximately February 1, 2023 to September 30, 2023, and potentially exfiltrated certain data from its systems, including personally identifiable information ("Private Information"). This Private Information consisted of some combination of Settlement Class Members' names, Social Security numbers, dates of birth, health insurance and medical information, financial account information, government identification numbers, and biometric data. Beginning in June 2025, the Defendant began notifying potentially impacted individuals about the Data Incident.

The Plaintiffs brought claims for negligence, breach of implied contract, unjust enrichment, and violations of various consumer protection act statutes, among others. The Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves ("opting out") from a settlement. In this Settlement, the Class Representatives are Jennifer C. Gorman, Hal Bauer, Derek Hefley, Carol McKinnon, Frank Waddell, Chris Broadhead, Mohammad Asem Alkhatib, and William John Pacheco.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Class Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as "Class Counsel," believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all living individuals residing in the United States who were sent notice that their Private Information may have been compromised as a result of the Data Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are all persons who are: (a) directors or officers of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be

guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay $5,475,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims as well as Settlement Administration Costs and any Court-awarded Attorneys' Fees, Costs and Service Awards to Class Representatives.

Settlement Class Members may choose to receive one of the following Cash Payments:

- **Cash Payment A – Documented Losses**: Up to $5,000 for each Settlement Class Member for documented losses related to the Data Incident. Documentation is required.

  OR

- **Cash Payment B – Alternate Cash**: An alternate cash payment estimated to be $50. The payment amount will be subject to *pro rata* (proportional) increase or decrease based on the number of Valid Claims.

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also claim two (2) years of one bureau Credit Monitoring, including real-time alerts and insurance coverage for up to $1,000,000 for identity theft.

8. Tell me more about Cash Payment A - Documented Losses.

All Settlement Class Members may submit a Claim for a Cash Payment for up to $5,000 per person for documented losses related to the Data Incident. Documented Losses eligible for reimbursement under this section include, but are not limited to, the following:

- Monetary losses as a result of actual identity theft if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between February 1, 2023, and the date you submit your Claim;
- Postage;
- Copying, scanning, and faxing;
- Mileage and other travel-related charges;
- Parking;
- Notary charges;
- Research charges;
- Cell phone charges (only if charged by the minute);
- Long-distance phone charges;
- Data charges (only if charged based on the amount of data used);
- Text message charges (only if charged by the message);
- Bank fees; and
- Professional fees, such as fees for accountants and attorneys.

To receive a documented loss payment, you must select Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. You will be required to submit reasonable documentation supporting the losses.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim is rejected by the Settlement Administrator for any reason, and you fail to cure your Cash Payment A Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

9. Tell me more about Cash Payment B – Alternate Cash.

In lieu of Cash Payment A – Documented Losses, Settlement Class Members may submit a Claim for Cash Payment B – Alternate Cash, which is a cash payment that does not require attestation or the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund (see Question 11). The current estimated amount is approximately $50, which could be lower or higher based on the number of Valid Claims (see Question 11).

10. Tell me more about the Credit Monitoring.

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may claim two years of one-bureau Credit Monitoring. The Credit Monitoring product will provide the following benefits: credit monitoring, real-time alerts, and insurance coverage for up to $1,000,000 for identity theft.

This Credit Monitoring benefit is available to any Settlement Class Member regardless of whether you previously received any credit monitoring product related to the Data Incident or otherwise.

11. How will the Cash Payments be calculated?

After deducting Settlement Administration Costs and any Court-approved Attorneys' Fees, Costs, and Service Awards, the remaining balance of the Settlement Fund (the "Net Settlement Fund") will be used to pay Valid Claims for Settlement Benefits in following order: 1) Credit Monitoring, 2) Cash Payment A – Documented Losses, and 3) Cash Payment B – Alternate Cash Payment. After paying Valid Claims for Credit Monitoring and Cash Payment A, the Cash Payment B amount will be calculated by dividing remaining balance of the Net Settlement Fund by the number of Valid Claims.

12. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.[website].com.

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

13. How do I submit a Claim Form to get Settlement Benefits?

You must submit a Claim Form by **Month XX, 2026** to receive Settlement Benefits. Claim Forms may be submitted online at **www.[website].com** by 11:59 p.m. XT, or mailed postmarked by **Month XX, 2026** to the Settlement Administrator at:

In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
ATTN: Claims
P.O. Box XXXXXX
New York, NY 10150-XXXX

14. When will I get Settlement Benefits?

The short answer is – after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide

whether to approve the Settlement, Class Counsel's request for attorneys' fees and costs, and the Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court appointed Raina Borrelli of Strauss Borrelli PLLC, Jeff Ostrow of Kopelowitz Ostrow, Gary Klinger of Milberg PLLC, and Kevin Laukaitis of Laukaitis Law, LLC to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

16. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees up to one-third of the Settlement Fund ($1,825,000) plus reimbursement of reasonable costs, as well as a $4,000 Service Award to each of the XX Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written request to opt out to the Settlement Administrator that includes the following information:

- Your full name, current address, telephone number, and email address (if any);
- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement Class in *In re Johnson Controls Inc. Data Incident Litigation*, Lead Case No. 25-cv-00955-BHL.";
- Your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
ATTN: Requests to Opt Out
P.O. Box XXXXXX
New York, NY 10150-XXXX

You may only exclude yourself from the Settlement Class. No group or class requests to opt out or requests to opt out by a third party are permitted under the Settlement Agreement unless they include the required information for every Settlement Class Members and are personally and individually signed by each Settlement Class Member.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, request for Attorneys' Fees and Costs, or Service Awards, Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re Johnson Controls Inc. Data Incident Litigation*, Lead Case No. 25-cv-00955-BHL;
- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file your objection, the caption of each case in which you have objected, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- The number of times in which your counsel and/or their law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your counsel or their firm objected and a copy of any orders related to or ruling upon their prior objections that were issued by the trial and appellate courts in each listed case in which they have objected to a class action settlement within the preceding five (5) years;
- A statement disclosing whether you or your counsel used Artificial Intelligence to assist in drafting your objection and what platform you used;
- The identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

Objections must be filed with the Court no later than **Month XX, 2026**.

Clerk of the Court
United States District Court for the Eastern District of Wisconsin
Street Address
City, WI Zip Code

A copy of your objection also must be sent to Class Counsel, Defendant's Counsel, and the Settlement Administrator by mail or courier at the addresses below, with a postmark or shipping date no later than **Month XX, 2026**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Raina Borrelli **Strauss Borrelli PLLC** 980 N. Michigan Ave., Suite 1610	Michael Furlong Legal Director, Global Labor & Employment Law **Johnson Controls**	*In re Johnson Controls Inc. Data Incident Litigation* c/o Kroll Settlement Administration LLC

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Chicago, IL 60611	5757 N. Green Bay Ave. Milwaukee, WI 53201 Benjamin W. Perry Jeffrey D. Coren **Ogletree Deakins** Truist Plaza 401 Commerce Street, Suite 1200 Nashville, TN 37219	ATTN: Objections P.O. Box XXXXXX New York, NY 10150-XXXX

20. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

21. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. XT**, at Courthouse Name, Street Address, City, WI Zip Code, to decide whether to approve the Settlement, Class Counsel's request for Attorneys' Fees of $1,825,000, plus reasonable costs, and a $4,000 Service Award to the each of the Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check www.[website].com for updates.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive any Settlement Benefits.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[website].com.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

— EXHIBIT 3 —

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Your Claim must be submitted online or **postmarked by:** **Month XX, 2026**	**CLAIM FORM** *In re Johnson Controls, Inc. Data Incident Litigation* Lead Case No. 25-cv-00955-BHL United States District Court for the Eastern District of Wisconsin	

GENERAL INSTRUCTIONS

If you live in the United States and you were sent a notice that your Private Information may have been compromised in the Data Incident affecting Johnson Controls, Inc. (the "Defendant" or "Johnson Controls") from approximately February 1, 2023 through September 30, 2023, you may submit a Claim for Settlement Benefits as outlined below using this Claim Form.

To receive Settlement Benefits, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at **www.[website].com** or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any necessary supporting documentation, by U.S. Mail, postmarked by the deadline above, to:

In re Johnson Controls, Inc. Data Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Benefits

You may submit a claim to receive one of the following cash payments – either Cash Payment A – Documented Losses or a Cash Payment B – Alternate Cash – as well as Credit Monitoring.

Check the box below to select the appropriate payment option:

☐ **Cash Payment A – Documented Losses**: Up to $5,000 per Settlement Class Member for documented out-of-pocket monetary losses related to the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.

OR

☐ **Cash Payment B – Alternate Cash**: A cash payment estimated to be $50, subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims. No documentation is required.

Check the box below if you would also like to receive Credit Monitoring:

☐ **Credit Monitoring**: Two years of one-bureau Credit Monitoring that will include real-time alerts, and insurance coverage for up to $1,000,000 for identity theft. This Credit Monitoring benefit is available to any Settlement Class Member regardless of whether you previously received any credit monitoring product related to the Data Incident or otherwise.

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I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name **Last Name**

Address 1

Address 2

City **State** **Zip Code**

Telephone Number: (_____ _____ _____ **)** _____ _____ _____ **-** _____ _____ _____ _____

Email Address: _____

Class Member ID (if known): 00000 _ _ _ _ _ _ _ _ _

II. PAYMENT SELECTION

Select **one** of the following payment options to receive your cash payment (Mobile Number and/or Email Address is required on your selection below):

☐ PayPal ☐ Venmo ☐ Zelle ☐ E-Mastercard ☐ Check

Note: If you do not provide your mobile phone number or email address above, you will receive your Cash Payment by check to the address above.

III. CASH PAYMENT A – DOCUMENTED LOSSES

All Settlement Class Members may submit a Claim for a Cash Payment for up to $5,000 per person for Documented Losses related to the Data Incident. Documented Losses may include but are not limited to the following: (i) monetary losses as a result of actual identity theft if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; and (c) the loss occurred between February 1, 2023 and the date the Claim was submitted; (ii) postage; (iii) copying, scanning, and faxing; (iv) mileage and other travel-related charges; (v) parking; (vi) notary charges; (vii) research charges; (viii) cell phone charges (only if charged by the minute); (ix) long distance phone charges; (x) data charges (only if charged based on the amount of data used); (xi) text message charges (only if charged by the message); (xii) bank fees; and (xiii) professional fees, such as fees for accountants and attorneys.

To receive a documented loss payment, you must select Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. You will be required to submit reasonable documentation supporting the losses.

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You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim is rejected by the Settlement Administrator for any reason, and you fail to cure your Cash Payment A Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

☐ I have attached documentation showing that the documented losses listed below were related to the Data Incident.

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	02/21/24 (mm/dd/yy)	$50.00	Copy of credit monitoring service bill
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this Claim Form and any documents submitted with this Claim Form are true and correct to the best of my knowledge or recollection.

_____ ____ ____/____ ____/____ ____ ____ ____

Signature Date (mm/dd/yyyy)

_____

Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the "Contact Us" form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

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— EXHIBIT 4 —

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

In re JOHNSON CONTROLS, INC. DATA INCIDENT LITIGATION **This Document Relates To: All Actions**	**Lead Case No.: 25-cv-00955-BHL**

[proposed] PRELIMINARY APPROVAL ORDER

The Court, having considered the Unopposed Motion by Plaintiffs for Preliminary Approval of the Parties' proposed Class Action Settlement Agreement (the "Settlement Agreement"), the Memorandum of Points and Authorities, the declarations in support, the Settlement Agreement and its exhibits, the pleadings and record in this action, and the arguments of counsel, and good cause appearing, hereby ORDERS as follows:

1. This Preliminary Approval Order incorporates the Settlement Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the motion.

2. For purposes of settlement and conditioned upon the Settlement receiving final approval following the Final Approval Hearing, this Court hereby conditionally certifies the Settlement Class, defined as: "all living individuals residing in the United State who were sent notice that their Private Information may have been compromised as a result of the Data Incident." Excluded from the Settlement Class are: (a) directors or officers of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal

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activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

3. The Court finds that, for the purposes of settlement: (a) the number of members of the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

4. For the purposes of settlement only, the Court finds and determines that the named Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action and appoints Jennifer C. Gorman, Hal Bauer, Derek Hefley, Carol McKinnon, Frank Waddell, Chris Broadhead, Mohammad Asem Alkhatib, and William John Pacheco as Class Representatives.

5. For purposes of settlement only, the Court appoints Raina Borrelli of Strauss Borrelli PLLC, Jeff Ostrow of Kopelowitz Ostrow, Gary Klinger of Milberg PLLC, and Kevin Laukaitis of Laukaitis Law, LLC as Class Counsel.

6. Kroll Settlement Administration LLC is appointed as Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to settlement and claims administration.

7. The Final Approval Hearing Date shall take place on _____, 2026 at _____ a.m/p.m. at the United States District Court, Eastern District of Wisconsin, located at

_____, in Courtroom ____, to consider and confirm as final: (a) the fairness, reasonableness, and adequacy of the proposed Settlement Agreement; (b) any objections made by Settlement Class Members to the proposed Settlement Agreement; (c) whether the Settlement Agreement should be finally approved by this Court; (d) Class Counsel's motion for attorneys' fees, costs, and Service Awards; and (e) such other matters as this Court may deem proper and necessary.

8. The proposed form, timing, and method of Notice to the Class, described in the Settlement Agreement, including the Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1-3, are hereby approved for the purpose of notifying the members of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date, and the rights of Settlement Class Members to exclude themselves or object to the Settlement. The Notice shall be disseminated to the members of the Settlement Class substantially in the forms approved. The Parties may by mutual, written consent, make non-substantive changes to the notices without further Court approval. The costs of giving notice to the members of the Settlement Class shall be paid from the Settlement Fund.

9. The Settlement Administrator shall issue Notice to the Settlement Class within 45 days after the entry of this Preliminary Approval Order, including by U.S. Mail and website publication as set forth in the Settlement Agreement.

10. The Claim Form, Long Form Notice, Settlement Agreement, and this Preliminary Approval Order shall be posted on the Settlement Website created by the Settlement Administrator.

11. In advance of the Final Approval Hearing, the Settlement Administrator shall provide the Court with a declaration regarding the Notice and Claims process, including a complete

and final list of all Opt-Outs and a copy of all Objections submitted.

12. The Notice Program, as set forth in the Settlement Agreement, is the best notice practicable under the circumstances and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and their right to participate in, object to, or exclude themselves from the Settlement. The Court further finds that the Notices satisfy the requirements of due process.

13. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a request to opt out to the Settlement Administrator that is postmarked no later than the last day of the Opt-Out Period. The request to opt-out for exclusion must comply with the procedures set forth in the Settlement Agreement. Each Settlement Class Member desiring to exclude himself or herself shall timely submit written notice of such intent to the designated address set forth in the Notice. The written notice must clearly manifest the intent to opt out of the Settlement Class and must be signed by the Settlement Class Member. A request to opt out may not request an opt-out for more than one member of the Settlement Class. Each opt-out must be individually submitted; "mass" or "class" opt-outs are not permitted.

14. Any Settlement Class Member who timely requests to opt out consistent with these procedures may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the final judgment.

15. Any Settlement Class Member who has not timely filed a request for exclusion may object to the granting of final approval to the Settlement. Settlement Class Members may object

on their own or through separate counsel at their own expense.

16. Any written objection to the Settlement Agreement must comply with the objection procedures set forth in the Settlement Agreement and must be submitted on or before the Objection Deadline. Any Settlement Class Member who does not make objections in the manner and by the date set forth shall be deemed to have waived any objections and shall be forever barred from raising such objections, except upon personal appearance at the Final Approval Hearing. Notwithstanding the above, any Settlement Class Member may personally appear at the Final Approval Hearing and orally state his or her objection, subject to Court approval.

17. All proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement Agreement.

18. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved by any court, or not consummated for any reason, or the Effective Date does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement Agreement and all preliminary findings regarding that certification shall be automatically vacated, and the action shall proceed as though the Settlement Class had never been certified pursuant to the Settlement Agreement.

19. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein.

20. The Parties are directed to carry out their obligations under the Settlement Agreement. Deadlines arising under the settlement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Defendant to provide the Class List to the Settlement Administrator	Within ten (10) days of Preliminary Approval
Notice sent to Settlement Class Members	45 days after the Preliminary Approval Order
Opt-Out and Objection Deadline	60 days after the Notice Date
Deadline for Settlement Class Members to Submit Claim Forms	90 days after the Notice Date
Deadline for Plaintiffs to File Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	No later than 45 days after the Notice Date
Final Approval Hearing	On _____, 2026, at _____.

IT IS SO ORDERED.

Dated: _____ _____
, J

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— EXHIBIT 5 —

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

In re JOHNSON CONTROLS, INC. DATA INCIDENT LITIGATION **This Document Relates To: All Actions**	**Lead Case No.: 25-cv-00955-BHL**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Expenses, and Service Awards. The Motion seeks approval of the Settlement as fair, reasonable, and adequate. The Motion also requests the Court grant Plaintiffs' requested Attorneys' Fees and Expenses, and Service Award Payments to Plaintiffs.

Having reviewed and considered the Settlement Agreement, the Motion for Final Approval and for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____, 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____, 2026, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified

of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court is not required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court has determined whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award Payments to the Class Representatives, and having reviewed the materials in support thereof, and for good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members. Defendant denies all allegations.

3. The Settlement creates a $5,475,000 non-reversionary Settlement Fund that Defendant is obligated to fund pursuant to the terms of the Settlement Agreement.

4. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

5. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

> All living individuals residing in the United States who were sent notice that their Private Information may have been compromised as a result of the Data Incident.
>
> Excluded from the Settlement Class are: (a) directors and officers of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

7. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex class action, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

8. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay all costs of Settlement Administration from the Settlement Fund, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives from the Settlement Fund.

9. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees and expenses, and the Service Award Payments to the

Class Representatives, have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

10. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of due process and other applicable law.

11. As of the Opt-Out deadline, _____ Settlement Class Members have requested to be excluded from the Settlement. *See* **Exhibit A.** Those individuals are not bound by the Settlement Agreement and this Order and Judgment and shall not be entitled to any of the benefits afforded to the Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

12. As of the Opt-Out deadline, _____ objections were filed by Settlement Class Members. The objections have each been considered by the Court and are denied with prejudice.

13. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the

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Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

16. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and time period as set forth therein.

17. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

18. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

> Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party is deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including Unknown Claims.

19. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Class Representative in the amount of $_____. Class Representative shall be paid in accordance with the terms of the Settlement Agreement.

21. _____ is an appropriate *cy pres* recipient. All funds remaining in the Settlement Fund 20 days following a 90-day period to cash checks, following payment of all Settlement Class Member Payments, shall be considered residual funds and shall be paid pursuant to the terms of the Settlement Agreement to _____ as mutually agreed upon by the Parties.

22. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class, and will continue to do so.

23. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees in the amount of $_____. Reasonable litigation expenses of $_____ are also hereby awarded. Payment shall be made pursuant to the terms of the Settlement Agreement.

24. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. However, the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein).

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25. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

26. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

27. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

28. This Order resolves all claims against all Parties in this action and is a final order and judgment.

29. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED:

Dated: _____ _____
, J

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