

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Michael Johnson (“Plaintiff”), (ii) a Class, as defined below, and (iii) Comodo Group, Inc. (“CGI”). The parties to this Agreement are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court. This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

I. RECITALS

A. **WHEREAS**, on July 22, 2016, Plaintiff filed a putative class action Complaint titled *Michael Johnson v. Comodo Group, Inc.*, No. 2:16-cv-04469, in the U.S. District Court for the District of New Jersey (the “Action”);

B. **WHEREAS**, Plaintiff alleges that CGI violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), as to himself and allegedly similarly situated persons;

C. **WHEREAS**, on January 31, 2020, the Hon. Susan D. Wigenton certified a class pursuant to Fed. R. Civ. P. 23;

D. **WHEREAS**, on September 1, 2021, Plaintiff filed his Third Amended Complaint, the operative complaint;

E. **WHEREAS**, on May 6, 2022, and pursuant to Fed. R. Civ. P. 23(c)(1)(C), the Hon. Susan D. Wigenton modified the class definition and the certified class. The “Class” is defined as follows:

(1) All persons in the United States (2) to whose cellular telephone number Comodo made a telemarketing call (3) using a prerecorded voice (4) within four years of the filing of the complaint.

F. **WHEREAS**, the Parties have engaged in substantial discovery and motion practice and have vigorously litigated the Action over several years;

G. **WHEREAS**, CGI vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies that Plaintiff and the class members are entitled to any relief from CGI;

H. **WHEREAS**, counsel for the Parties have investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses;

I. **WHEREAS**, counsel for the Parties have engaged in extensive arm's-length negotiations concerning the settlement of the claims asserted in the Action, including multiple mediation sessions before judicial officers presiding over the Action and private mediators;

J. **WHEREAS**, CGI, without admitting or conceding any wrongdoing or liability, has concluded that further defense would be protracted, burdensome, and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement, subject to Court approval;

K. **WHEREAS**, Plaintiff, and his counsel, on behalf of the Class, after receiving information and conducting discovery have concluded based upon their investigation, and taking into account the contested issues involved, the legal principles at issue, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits

to be received pursuant to this Settlement Agreement, that a settlement with CGI on the terms set forth is fair reasonable, and adequate, and in the best interest of the Plaintiff and the Class;

L. **WHEREAS**, the Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law excepting approval of this Settlement Agreement;

M. **WHEREAS**, this Settlement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein. Absent such approvals, this Agreement and underlying Settlement shall be null, void, and of no further force or effect and the Parties shall be returned to their status quo ante;

N. **WHEREAS**, CGI has agreed to fund a non-reversionary settlement of one million six hundred and twenty-five thousand dollars (\$1,625,000 USD) (the “Settlement Fund”), which shall be used to pay Class Members who submit Valid Claim Forms as further defined herein, to pay Plaintiff’s counsel a Fee and Cost Award as awarded by the Court, to pay an Incentive Award to the Named Plaintiff as awarded by the Court, and to pay all reasonable Settlement Administration Costs incurred in administering the settlement; and

O. **NOW THEREFORE**, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

II. DEFINITIONS

Unless defined elsewhere in this Settlement Agreement, as used herein and in the documents attached hereto as exhibits, the terms set forth below shall have the meanings set

forth below. The singular includes the plural and vice versa.

1. “Action” means the class action filed as *Comodo Group, Inc.*, No. 2:16-cv-04469, in the U.S. District Court for the District of New Jersey.

2. “Call Data” means call data provided by the Parties to the Settlement Administrator reflecting certain cellular telephone numbers called allegedly using a prerecorded or artificial voice or message and the dates and times of such calls.

3. “Claims Deadline” means sixty (60) days following commencement of the Notice Plan.

4. “Claim Form” means the document(s) substantially in the form attached hereto as Exhibit A.

5. “Class Counsel” means Lemberg Law LLC.

6. The “Class” is “(1) All persons in the United States (2) to whose cellular telephone number Comodo made a telemarketing call (3) using a prerecorded voice (4) within four years of the filing of the complaint.”

7. “Class Member” or “Settlement Class Member” means a Person who falls within the definition of the Class and who has not submitted a Valid Opt-Out.

8. “Class List” means the list of phone numbers, names, addresses and/or e-mails agreed by the Parties corresponding to the Class.

9. “Class Period” means the period from July 22, 2012, through the entry of the Preliminary Approval Order.

10. “Counsel for CGI” or “CGI’s Counsel” means Lauri A. Mazzuchetti, Damon Suden and Emily Clark of Kelley Drye & Warren LLP.

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

the Honorable Judge Jamel K. Semper and the Honorable Magistrate Judge Leda D. Wettre presiding.

12. “*Cy Pres* Recipient” means the organization that the Parties mutually agree to and that the Court finds appropriate.

13. “Defendant” or “CGI” or “Comodo” means Comodo Group, Inc.

14. “Effective Date” means one (1) business day after the Final Approval Order and Judgment becomes Final, consistent with Paragraph 8(a) of this Agreement.

15. “E-Mail Notice” means written e-mail notice in the form attached hereto as Exhibit E, summarizing the terms of the settlement and advising Persons who fall within the definition of the Class of their options in submitting a claim, excluding themselves, and objecting to the settlement.

16. “Fee and Cost Award” or “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be awarded to Class Counsel.

17. “Final” means that the Final Approval Order and Judgment has been entered on the docket in the Action and that the following has occurred: (a) the time to appeal from such order and judgment has expired and no appeal has been timely filed; (b) if an appeal from such order and judgment has been filed, it has resulted in an affirmance of the Final Approval Order and Judgment without any material change, no other appeal or petition for rehearing or review is pending, the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired, relief from a failure to file the same is not available, and the mandate is filed with the Court; or (c) the Court, following the resolution of any appeal from the Final Approval Order and Judgment, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s)

or any such appeal results in affirmation of such order(s).

18. “Final Approval Hearing” means the hearing to be held no earlier than 120 days after the entry of the Preliminary Approval Order, at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects as fair, reasonable, and adequate, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and determine the amounts of the Fee Award and Incentive Award.

19. “Final Approval Order and Judgment” means the order in which the Court grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

20. “Funding Date” means the date, which shall be no later than thirty (30) days from the date the Final Approval Order and Judgment become Final; on the Funding Date, CGI shall deposit the Settlement Fund.

21. “Incentive Award” means the payment to be made to the Named Plaintiff as set forth in this Settlement Agreement, subject to the approval of the Court in recognition for the Named Plaintiff’s time and effort in prosecuting the Action.

22. “Long Form Notice” means the long form notice to be made available on the Settlement Website, describing the terms of this Settlement Agreement and containing information on how to file a claim, opt-out of the Class, or object, substantially in the form of Exhibit B hereto.

23. “Notice” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is consistent with the requirements of Due Process, and which is to be provided substantially in the manner set forth in this Agreement and the exhibits thereto, including Long Form Notice, Short Form/Postcard Notice, and the Settlement Website.

24. “Notice Plan” means and refers to the plan to disseminate Notice of the Settlement Agreement to the Class that comports with due process.

25. “Objection Deadline” means the date by which any Persons who fall within the definition of the Class must submit any objections to the Settlement Agreement and shall be set for a date sixty (60) days following commencement of the Notice Plan.

26. “Opt-Out Deadline” means the date by which any Persons who fall within the definition of the “Class” must submit any requests to exclude themselves from or Opt-Out of the Class and shall be set for a date sixty (60) days following commencement of the Notice Plan.

27. “Parties” means the Plaintiff and CGI.

28. “Person” means, without limitation, any individual, and any entity including without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

29. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Michael Johnson.

30. “Preliminary Approval Order” means the Court’s Order entered in connection with the hearing at which the Court, *inter alia*, grants its preliminary approval to this Settlement Agreement, authorizes the dissemination of Notice to the Class, and schedules the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with Exhibit C to this Agreement.

31. “Release,” or “Releases” means the releases set forth in Section V of this

Settlement Agreement.

32. “Settlement Administration Costs” means the expenses incurred in providing Notice pursuant to the Notice Plan approved by the Court, processing claims, and mailing checks for Class Members. Settlement Administration Costs shall be paid from the Settlement Fund.

33. “Settlement Administrator” means Verita Global (formerly known as KCC), the firm retained with the mutual consent of the Parties and approved by the Court to issue Notice to Class Members and to administer the Settlement.

34. “Settlement Agreement,” “Settlement,” or “Settlement Agreement and Release” or “Agreement” means this settlement agreement and release, including the attached exhibits.

35. “Settlement Check” means the negotiable checks to be sent to those Class Members who submit Valid Claim Forms.

36. “Settlement Fund” means the total aggregate common fund that CGI will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Judgment becomes Final. The Settlement Fund equals one million six hundred and twenty-five thousand dollars (\$1,625,000 USD) and constitutes CGI’s maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. The Settlement Fund amount of one million six hundred and twenty-five thousand dollars (\$1,625,000 USD) represents the total extent of CGI’s monetary obligations under this Agreement. The Settlement Fund is non-reversionary, no portion of it will return to CGI. The Settlement Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator (the “Settlement Fund Bank Account”). Any costs associated with opening and/or maintaining the bank account to hold the Settlement Fund shall be deducted

from the Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

37. “Settlement Website” means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Preliminary Approval Order, the Long Form Notice, and providing Class Members means to submit claims online.

38. “Short Form/Postcard Notice” means written notice in the form attached hereto as Exhibit D, to be sent in a postcard format, summarizing the terms of the settlement and advising Persons who fall within the definition of the Class of their options in submitting a claim, excluding themselves, and objecting to the settlement.

39. “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, together with its implementing regulations, 47 C.F.R. § 64.1200, *et seq.*

40. “Comodo CA Tolling Agreement” means the Tolling Agreement entered by and between Plaintiff and Comodo CA, Inc. and Sectigo Limited (formerly known as Comodo CA, Ltd.) on or about December 14, 2018; the Comodo CA Tolling Agreement is part of the Court record in this Action at Docket Entry No. 118-1.

41. “Comodo CA Entities” means Comodo CA, Inc. and Sectigo Limited (formerly known as Comodo CA, Ltd.), and each of their respective present, future or past predecessors, successors, assigns, agents, parents, subsidiaries, affiliates and related companies.

42. “Valid Claim Form” shall mean a Claim Form substantially in the forms included in Exhibits A & D hereto that:

- a. is filled out truthfully and completely by a Class Member or a person

authorized by law to act on behalf of a Class Member in accordance with the directions and requirements for submitting a Claim Form;

b. is executed and certified by the Class Member for whom the Claim Form is being submitted (or by his, her, or their legal representative), physically or electronically, with the required affirmation;

c. is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the Claims Deadline;

d. is deemed valid by the Settlement Administrator; and

e. is not successfully challenged.

43. “Valid Opt-Out” means a properly completed and timely opt out request but shall not include (a) any requests that are not treated as requests for exclusion, and (b) any requests that are invalid, untimely, or are otherwise void pursuant to the provisions of this Agreement.

44. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

45. All references to “his,” “her,” and similar terms are intended to be gender-neutral and apply equally to Persons who are businesses, organizations, or other non-natural Persons.

46. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall

have the meaning given to them in this Settlement Agreement, unless otherwise specified.

III. SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases set forth in Section V below, and subject to the Court's preliminary and final approval, the Parties agree to the following relief:

1. Relief to Class Members.

a. No later than the Funding Date, CGI shall deposit into the Settlement Fund Bank Account one million six hundred and twenty-five thousand dollars (\$1,625,000 USD). CGI shall not be responsible for any payments or obligations other than those specified in this Agreement. Under no circumstances will CGI be obligated to pay any amounts outside of the Settlement Fund. In the event that this Settlement Agreement terminates or is not approved, any advances paid to the Settlement Administrator by CGI that have not been spent, and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to CGI by payment to an account designated by CGI.

b. In order to facilitate the notice and claims administration process, the Parties shall provide the Settlement Administrator with the Class List and Call Data. Prior to providing the Class List and Call Data, CGI shall remove from the Class List and Call Data the phone numbers of any current or former employees of CGI or related entities who may have been called by CGI in a testing capacity and the Parties agree are not Class Members. Any information on the Class List or Call Data shall be provided solely for the purpose of providing Notice to the Class, administering the Settlement and informing Class Members about their rights further to this Settlement, shall be kept in strict confidence and, subject to the stipulated

protective order, shall not be disclosed to any third party other than the Parties to this Agreement and their counsel if necessary to effectuate the terms of the Agreement or the administration process, shall be used for no other cases, and shall be used for no other purpose.

c. Subject to the terms and conditions of this Agreement, Class Members shall qualify for payment from the Settlement Fund if they submit a Valid Claim Form (Exhibits A & D) before the Claims Deadline with a valid claim ID and/or, for the Download and Mail-Claim Form, the phone number where they receive a prerecorded or artificial voice message which corresponds with the Call Data.

d. Subject to the provisions of this Agreement, each Class Member who submits a timely and Valid Claim Form shall receive a pro rata share of the net-Settlement Fund (the Settlement Fund minus administrative costs, the Fee and Costs Award and the Incentive Award) weighted by the number of calls made resulting in a disposition of “AUTOVM” or “AL”, which Plaintiff claimed is indicative of the use of a prerecorded message, to their corresponding phone number as reflected in the Call Data. Using the Call Data, the Settlement Administrator will tabulate the number of alleged calls made using a recorded or artificial voice or message to phone numbers associated with Valid Claims (the “Claimed Calls”). The Administrator will divide the net-Settlement Fund by the number of Claimed Calls to calculate a “Claimed Call Amount” per call. The Claimed Call Amount will be capped at \$1,500 per call. Each Class Member who submits a timely and Valid Claim Form shall receive one Claimed Call Amount for each Claimed Call associated with their Claim.

e. Any Class Member who does not submit a Valid Claim Form by the Claims Deadline, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund unless through a supplemental or deficiency

claims process agreed to by the Parties. All Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this Settlement.

f. Notwithstanding any judgment, principle, common law rule or statute, there shall be no interest accrued, owing, or paid by CGI on Valid Claim Forms, Settlement Checks, the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

g. If a Class Member and is entitled to receive \$600 or more, the Settlement Administrator will ask them to deliver a signed and completed Form W-9 to the Administrator or through an online portal established by the Administrator. If the Class Member fails to deliver a signed and completed Form W-9 as directed, the Class Member's payment will be subject to appropriate treatment as required by then-existing rules and regulations of the Internal Revenue Service.

h. To the extent that any Settlement Checks remain uncashed after the void date, if it is administratively feasible, the Settlement Administrator shall distribute the funds associated with those checks to Class Members who cashed their check from the first distribution using the same weighted formula in Section III.1.d above. Thus, the Settlement Administrator will divide the total funds associated with uncashed checks by the number of Claimed Calls associated with Valid Claims of Class Members who cashed their initial Settlement Check to calculate a second claimed call amount per call (the "Second Claimed Class Amount"). The combined dollar value of the Claimed Call Amount plus the Second Claimed Call Amount is subject to the same \$1,500 cap in Section III.1.d above. Each Class

Member who cashed their check from the first distribution may receive one Second Claimed Call Amount for each Claimed Call associated with their Claim.

i. If a second distribution is not administratively feasible, or if any amounts remain in the Settlement Fund after the second distribution, the Class Administrator will pay any such funds to the *Cy Pres* Recipient(s) approved by the Court. If there is more than one *Cy Pres* Recipient, the remaining amounts will be distributed in equal amounts to each *Cy Pres* Recipient.

j. If there is more than one Valid Claim for a Claimed Call(s), the Claimed Call Amount and potential Second Claimed Call Amount shall be divided equally among such Class Members.

2. **Administration of Claims**

a. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator will issue Notice. Prior to issuing Notice, the Settlement Administrator may use a reverse look-up service and/or any other reasonable methods to identify current mailing addresses or e-mails for Class Members.

b. The Settlement Administrator will also receive the Claim Forms, reasonably assist Class Members in completing and submitting forms, and propose a list of accepted and rejected claims to counsel for the Parties. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Settlement Check described above. The Settlement Administrator will reject any claim it determines is fraudulent. The decision of the Settlement Administrator regarding the validity of a Claim Form is final and binding on the parties. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the parties.

c. The Settlement Administrator shall create the Settlement Website that allows for electronic submission of claim forms, W-9s if needed and a means to update a Class Member's address. The Settlement Website shall also include the Long Form Notice, the Preliminary Approval Order, and this Settlement Agreement. The Settlement Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement.

d. The Settlement Administrator shall retain all documents and records generated during the administration of the settlement including records of Notice given to Class Members, returned mail, records of undelivered mail, claim forms, and payment to Class Members for a period of one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. The Parties may inspect such documents upon reasonable request by their counsel. The Class List, the Call Data and all other documents and records generated during the administration of the settlement shall be used solely for purposes consistent with notice and administration of this settlement and for no other purpose. Notwithstanding the foregoing, nothing herein shall call for the production of documents and records protected from disclosure by an applicable privilege, including attorney-client and work product protections.

3. **Payment of Settlement Administration Costs**

a. All Settlement Administration Costs, including the Settlement Administrator's fees and expenses, shall be paid out of the Settlement Fund.

4. **Payment of Benefits**

a. Subject to the terms and conditions of this Settlement Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Settlement Fund in this order:

i. Pay all taxes and tax-related expenses, if any or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

ii. Pay to the Class Representative any Incentive Award ordered by this Court;

iii. Pay to Class Counsel any Fee and Costs Award ordered by the Court;

iv. Pay all remaining Settlement Administration Costs and, if additional costs are to be incurred in the future, reserve the amount of the Settlement Fund sufficient to pay all Settlement Administration Costs.

v. Mail Settlement Checks to all Class Members who submitted Valid Claim Forms and who have not submitted a Successful Opt-Out or had their claim rejected including, if necessary and administratively feasible, the second distribution.

vi. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient(s).

b. The Settlement Checks shall be mailed to the addresses provided by Class Members on their Valid Claim Form.

c. All Settlement Checks issued under this section shall be void if not negotiated within ninety (90) days of their date of issue and shall contain a disclosure to that effect.

d. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Checks, the Settlement Administration Costs, any Fee Award, any Incentive Awards, and the amount of unclaimed and uncashed Settlement

Checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective once this Agreement becomes final.

IV. SETTLEMENT PROCEDURES

1. Preliminary and Final Approval Orders

a. Plaintiff will file a motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” in the form attached hereto as Exhibit C. Additionally, Plaintiff will request that the Court approve the Notice Plan including the Long Form Notice, the Short Form/Postcard Notice, the E-Mail Notice, the content of the Claim Form, and request that the Court permit the Parties to direct the Settlement Administrator to send Notice as set forth in this Agreement.

b. The Preliminary Approval Order will set a date for a Final Approval Hearing. At the time Plaintiff moves for the Preliminary Approval Order as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

c. After Notice is provided, Plaintiff shall request and obtain from the Court a Final Approval Order in the form attached hereto as Exhibit F. The fact that the Court may require non-substantive changes in the Final Approval Order will not invalidate this Agreement or the Settlement. If the Court does not enter a Final Approval Order substantially in the form of Exhibit F or a modified version thereof that is acceptable to all Parties, which becomes a Final and non-appealable order, then this Agreement shall be null and void.

d. CGI's failure to oppose the Plaintiff's request for entry of a Preliminary Approval Order and/or a Final Approval Order shall not constitute an admission by Defendant as to any matter.

2. **Notice Plan and Claim Form**

a. The Parties agree to provide the best Notice that is practicable under the circumstances, including individual notice to Persons in the Class who may be identified through reasonable efforts.

b. The Parties shall provide the Settlement Administrator with the Class Notice List, the Call Data and the CGI Target List. The Settlement Administrator shall use all steps reasonably necessary, including reverse phone look-ups of phone numbers, to identify or confirm the last known mailing or e-mail addresses of class members. After identifying mailing addresses through this process, the Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updated mailing addresses, if available.

c. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall (1) send the Short Form/Postcard Notice to each Class Member via first class mail for those Class Members for whom a mailing address has been obtained and (2) send the E-Mail Notice to all reasonably identifiable email addresses associated with Class Members. Neither the Parties nor the Settlement Administrator shall have any obligation to mail the Short Form/Postcard Notice to any Class Member for whom no mailing address could be located. To the extent deemed necessary by the Settlement Administrator, the last known address of Persons in the Class will be subject to confirmation or updating as follows: (a) the Settlement Administrator may conduct a reasonable search to locate an updated address for any Person in the Class whose Short Form/Postcard Notice is returned as undeliverable; (b) the Settlement Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (c) the Settlement

Administrator shall update addresses based on information it receives and through any requests received from Persons in the Class.

d. If any Short Form/Postcard Notice sent under this Section is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Short Form/Postcard Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth in this paragraph, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail the Short Form/Postcard Notice. The Settlement Administrator may, at the request of either or both Parties, issue reminder notices and/or emails before the Claims Deadline to any Class Member who has not submitted a claim, in a form to be agreed by the Parties.

e. The Settlement Administrator shall have discretion to format the Short Form/Postcard Notice and Claim Form and E-Mail Notice in a reasonable manner to minimize mailing or administrative costs. Before dissemination, Class Counsel and Counsel for Defendant shall first be provided with a proof copy of all forms of Notice (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and with any orders by the Court.

f. No later than thirty (30) days following the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice, a downloadable Claim Form that may be printed and mailed to the Settlement Administrator, an electronic version of the Claim Form that may be completed and submitted electronically, this Settlement Agreement, the Complaint, the Preliminary Approval Order, and any other relevant documents to be made available on a dedicated Settlement Website, the website name/URL for which is to be agreed upon by the Parties, to be administered by the Settlement Administrator. When available, the Settlement Administrator shall make available on the Settlement Website Class Counsel's application for a Fee Award and any motion seeking approval of any Incentive Award as well as the Final Approval Order. Any other content proposed to be included or

displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel. Such approvals shall not be unreasonably withheld.

g. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall set up a toll-free telephone number that will provide automated information about the Settlement, the Class Members' rights, important deadlines, and instructions as to how Class Members may make claims. That telephone number shall be maintained until the Claims Deadline. After that time, and through the date the Final Approval Order is entered, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that details regarding the Settlement may be reviewed on the Settlement Website.

h. CGI and the Settlement Administrator shall be responsible for timely compliance with any notice required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. CGI shall provide proof of such compliance by filing a confirmation declaration with the Court at least fourteen (14) days prior to the Final Approval Hearing.

i. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. Mail or via submission through the Settlement Website, by the Claims Deadline or be forever barred.

3. **Right and Effect of Members of the Class to Opt-Out**

a. Each Person who falls within the definition of the Class shall have the right to opt-out and not participate in the Settlement Agreement as provided for in the Preliminary Approval Order.

b. The Notice shall explain the right to request exclusion from the Class and not to be bound by this Settlement Agreement or proceedings in the Action, if, before the Opt-Out Deadline, the Person who falls within the definition of the Class (a "Requester") completes and mails a valid request for exclusion (an "Opt-Out") to the Settlement

Administrator at the address set forth in the Notice. The Opt-Out must be postmarked on or before the Opt-Out Deadline.

c. For an Opt-Out request to be treated as a Valid Opt-Out, it must include: (a) the Requester's full name, address, and the name of the Action and telephone number; (b) the telephone number at which the Requester allegedly received a call that is the subject of this Settlement Agreement; (c) the Requester's personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (d) state unequivocally that the Requester desires to be excluded from the Class. The Settlement Administrator shall promptly inform CGI's Counsel and Class Counsel of any Opt-Out requests it receives.

d. Persons who submit Successful Opt-Outs shall receive no benefit or compensation under this Settlement Agreement, shall have no right to object to the proposed Settlement Agreement or participate at the Final Approval Hearing, and shall not be bound by any order or judgment entered in this Action.

e. A request to Opt-Out that does not comply with all of the foregoing, or that is not timely submitted or postmarked by the Opt-Out deadline, or that is sent to an address other than that set forth in the Claim Form, shall be invalid and the person serving such request shall be treated as a Class Member and be bound by this Settlement Agreement and the Release contained herein if finally approved.

f. No Person shall purport to exercise any exclusion rights of any other Person, or purport to: (i) Opt-Out Persons who fall within the definition of the Class as a group, aggregate, or class involving more than one Person; or (ii) Opt-Out more than one Person who falls within the definition of the Class on a single paper, or as an agent or representative. Any

such purported Opt-Outs shall be void, and any Person(s) who are the subject of such purported Opt-Outs shall be treated as Class Members.

g. Before the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of Valid Opt-Outs. The Parties shall, if possible, agree as to whether a communication from or on behalf of a Person who falls within the definition of the Class is a request to Opt-Out. CGI's Counsel and Class Counsel may dispute an Opt-Out or purported Opt-Out, and if the Parties are unable to resolve such dispute, they shall present the issue to the Court for resolution.

4. **Inquiries to the Settlement Administrator**

a. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Class Members with respect to this Settlement except to the extent that inquiries are directed or forwarded to Class Counsel. Class Counsel and Counsel for CGI must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

5. **Objections to the Settlement and Appearance at Final Approval Hearing**

a. Any Class Member may comment in support of, or in opposition to, the Settlement at his or her own expense; provided, however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Class Member, retained at the Class Member's expense, though any such counsel must file an appearance in the Action.

b. Each objection must:

(i) set forth the Class Member's full name, address, and telephone number;

(ii) identify the phone number of the Class member at which the Class Member claims to have received a call subject to the Settlement;

(iii) contain the Class Member's original signature or the signature of counsel for the Class Member;

(iv) state that the Class Member objects to the Settlement, in whole or in part;

(v) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;

(vi) provide copies of any documents that the Class Member wishes to submit in support of his/her position; and

(vii) state whether the objecting Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Class Member plans on offering testimony at the Final Approval Hearing.

c. An objector is not required to attend the Final Approval Hearing. However, any Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at his or her own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying settlement. A Class Member or his or her attorney who wishes to speak at the Final Approval Hearing must so state in his or her written objection or submit a separate notice of intention to appear to the Clerk of Court no later than the Objection Deadline. No Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in a written objection but

failed to do so.

d. Any Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

6. **Final Approval Hearing**

a. The Parties will request that the Court schedule a Final Approval Hearing after the Objection Deadline and Opt-Out Deadline.

b. Class Counsel shall file their petition for a Fee and Cost Award and Incentive Award no later than thirty (30) days prior to the Objection Deadline.

c. Class Counsel shall file their motion for entry of a Final Approval Order and Judgment no later than fourteen (14) days prior to the Final Approval Hearing.

d. No more than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

e. No later than fourteen (14) days before the Final Approval Hearing, CGI shall cause to be filed with the Court a certification that it complied with the CAFA notice requirements and stating the date of such compliance.

f. If the Settlement Agreement is preliminarily approved by the Court, and all other conditions precedent to the Settlement have been satisfied, then Plaintiff shall file a Motion for Final Approval asking, *inter alia*, that the Court enter a Final Approval Order and

Judgment, with Plaintiff filing a memorandum of points and authorities in support of the motion. Either Party may file a memorandum addressing any objection to the Settlement that has been submitted. Any request by CGI for entry of the Final Approval Order and Judgment, or failure to object to Plaintiff's request for entry of the Final Approval Order and Judgment, shall not be an admission or concession by CGI as to any matter pertaining to Plaintiff's claims or the Action.

g. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be finally approved as fair, reasonable, and adequate, whether any objections to the Agreement should be overruled, whether the requested Fee and Cost Award and the requested Incentive Award should be approved, and whether a judgment finally approving the Settlement Agreement should be entered.

h. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants final approval of this Agreement and:

(i.) finds that the Notice provided satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process under the Constitution of the United States;

(ii.) finds that Class Members have been adequately represented by the Class Representative and Class Counsel;

(iii.) finds that the Settlement Agreement is fair, reasonable, and adequate to the Class, that each Class Member shall be bound by this Agreement, including the releases in Section V, and that this Settlement Agreement should be and is approved;

(iv.) dismisses on the merits and with prejudice all claims of the Class

Members asserted against CGI, without fees or costs to any Party except as provided in this Agreement; and

(v.) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

7. **Litigation Stay**

a. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

8. **Conditions of Settlement; Effect of Disapproval, Cancellation, Termination or Nullification of Settlement**

a. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

(i) This Agreement has been signed by the Parties, Class Counsel, and CGI's Counsel;

(ii) The Court has entered the Preliminary Approval Order;

(iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as Exhibit F following Notice to the Class; and

(iv) The Final Approval Order and Judgment has become Final.

b. If some or all of the conditions specified in Section IV(8)(a) are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement

set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be cancelled and terminated subject to Section IV(8)(c) below, unless Class Counsel and CGI's Counsel mutually agree in writing to proceed with this Agreement. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel, or the Incentive Award to the Named Plaintiff, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

c. CGI shall have the option to terminate this Settlement Agreement and thereby render the Settlement Agreement null and void, if (i) the Court fails to give preliminary approval to this Settlement Agreement or any aspect of the Settlement, or fails to give final approval to this Settlement Agreement or any aspect of the Settlement; (ii) the Court modifies the Agreement, the proposed Preliminary Approval Order or proposed Final Approval Order in a way that is material to CGI's rights or obligations; (iii) an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; (iv) the Effective Date does not occur; (v) any other ground for termination provided for elsewhere in this Agreement occurs; or (vi) the number of Valid Opt-Outs equals or exceeds 750. CGI's termination shall be communicated in writing to Class Counsel within thirty (30) days of the occurrence of any event giving rise to CGI's option to terminate.

d. If this Agreement is terminated or fails to become effective for any reason, the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had

never been entered into.

9. **No Admission of Liability**

a. CGI has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by CGI that the Action was properly brought on a class or representative basis other than for settlement purposes. CGI denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. CGI has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by CGI of wrongdoing or liability, or of the truth of any allegations in the Action. The settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of CGI, or as a concession by CGI as to the truth of any of the allegations in the Action, or the veracity of any claim for relief or defense, or as an admission regarding any other matter in the Action.

V. **RELEASE**

1. **Releases; Binding and Exclusive Nature of Settlement Agreement**

a. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named Plaintiff and all Class Members. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, resolved, relinquished and discharged each and all of the Released Parties

from each of the Released Claims and Unknown Claims. The Releasing Parties further agree that they will not institute any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims and Unknown Claims. The release does not apply to Persons who fall within the definition of the Class but who submit a Successful Opt-Out in accordance with the term of this Agreement.

b. For purposes of this Settlement Agreement, “Released Parties” means: (i) CGI, its present, future or past predecessors, successors, affiliates, parent companies, subsidiaries, directors, officers, employees, related entities or persons, agents, assigns, vendors and insurers; (ii) the Comodo CA Entities and any of their respective present, future or past predecessors, successors, affiliates, parent companies, subsidiaries, directors, officers, employees, related entities or persons, agents, assigns, vendors and insurers; and (iii) any other individuals or entities that may have been involved in, or responsible for, the process by which Class Members were called by CGI between July 22, 2012, and the date of entry of the Preliminary Approval Order.

c. For purposes of this Settlement Agreement, “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including Unknown Claims), whether in law or in equity, accrued or unaccrued, direct individual or representative, of every

nature and description whatsoever, including but not limited to claims under the TCPA and all similar federal, state and local laws, regulations and ordinances, including, for the avoidance of doubt, any and all claims that were subject to and/or covered by the Comodo CA Tolling Agreement, pertaining to the telephone calls made and/or calling practices utilized by or on behalf of CGI between July 22, 2012, and the date of entry of the Preliminary Approval Order to Class Members.

d. For purposes of this Settlement Agreement, “Releasing Parties” means the Named Plaintiff, all Class Members and: (1) with respect to any Class Member who is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned’s present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors and any other representatives; and, (b) with respect to any Class Member who is an individual, any present, former, and future spouses, dependents, children, parents, and any other members of the household who used the telephone number to which text messages from or on behalf of CGI were sent, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other representatives of each of them.

e. For purposes of this Settlement Agreement, “Unknown Claims” means claims that could have been raised in the Action and that the Named Plaintiff or any other Persons whose claims are being released, or any of them, do not know or suspect to exist, which, if known by him, her or, it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object

to the Settlement. Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, Plaintiff and all other Persons whose claims are being released, also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Parties acknowledges that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this case and release, but that it is their intention to finally and forever settle and release the Released Claims on the terms set forth herein, notwithstanding any Unknown Claims they may have, as that term is defined in this Agreement, or other facts or law.

VI. ATTORNEYS' FEES AND INCENTIVE AWARD

1. Attorneys' Fees and Cost Award and Incentive Award

a. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Attorney Fee and Cost Award to be paid from the Settlement Fund. The Parties agree that the Court (and only the Court) shall

determine the final amount of the Fee Award in this Action.

b. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Incentive Award from the Settlement Fund to be paid to the Plaintiff for representing the Class. The Parties agree that the Court (and only the Court) shall determine the final amount of the Incentive Award in this Action

c. Any Fee and Cost Award and Incentive Award awarded by the Court shall be paid by the Administrator out of the Settlement Fund no later than thirty (30) days after the Effective Date.

d. Any Fee and Cost Award fees may be paid by the Administrator either to a qualified settlement fund established under Internal Revenue Code § 468B or to another entity, foreign or domestic, over whom class counsel has no control for the purpose of enabling future receipt of the fee in periodic payments rather than a lump sum.

2. **Effect on Settlement**

a. The Parties agree that the rulings of the Court regarding the amount of the Fee and Cost Award and Incentive Award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and that any determination in that regard may be embodied in a separate order from the Court. Any order or proceedings relating to the amount of the Fee and Cost Award or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes Final as defined herein except that the Payment of Benefits procedures as set forth in Section

III(4) *supra* shall not commence until the final resolution of any appeals or modification or reversals of any orders related to the amount of the Fee and Cost Award and Incentive Award.

VII. MISCELLANEOUS PROVISIONS

1. Court Submission

a. Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement pursuant to Rule 23 of the Federal Rules of Civil Procedure. If the Court declines to grant preliminary approval of this Agreement and to order Notice to be provided to the Class, or if the Court declines to grant final approval to the foregoing after such Notice, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

2. Headings

a. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

3. Binding and Benefiting Others

a. This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Class Members who do not Opt-Out, and to their respective agents, employees, representatives, trustees, members, managers, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

4. Representations and Warranties

a. The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect

to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing. Plaintiff hereby warrants and represents that he has not assigned any claim, right, or interest relating to the Released Claims to any other person or party and is fully entitled to release same.

5. Governing Law

a. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of New Jersey without regard to its conflict of laws and/or choice of law principles.

6. Mutual Interpretation

a. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and counsel for CGI. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, CGI's statements regarding the merits of the claims, and CGI acknowledges, but does not concede or agree with, Plaintiff's statements regarding the merits of the claims.

8. Incorporation of Recitals

a. Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

9. Counterparts

a. This Agreement may be executed in counterparts, each of which shall be

deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

10. Severability

a. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

11. Claims Against Settlement Benefits

a. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Class Member, it is the responsibility of the Class Member to resolve such a claim or to transmit the funds to such third party.

12. Execution of Documents

a. The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement.

13. Exhibits

a. The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

14. No Assignments: Binding on Assigns

a. Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he, she, or it herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

15. Terms and Conditions Not Superseded

a. Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between CGI and Affiliates and their customers, or to the products and services provided by CGI and Affiliates purchased by their customers.

16. Waiver of Compliance

a. Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived or excused in writing, to the extent permitted under applicable law, by the Party entitled to the benefit of such obligation, covenant, agreement, or condition, and such party's counsel. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

17. No Collateral Attack

a. This Settlement Agreement shall not be subject to collateral attack by any Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim should have been heard or decided by another court or in another suit, that a Class Member's claim was improperly denied, that the payment to a Class Member was

improperly calculated, and/or that a Class Member failed to receive timely notice of the Settlement.

18. Authorization

a. The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties to the terms and conditions hereof.

19. Class Member Signatures

a. It is agreed that, because the Class is so numerous, it is impractical to have each Class Member execute this Settlement Agreement. The Notice and/or Claim Form will advise all Class Members and/or their representatives of the binding nature of the Releases and of this Settlement Agreement, and in the absence of a Successful Opt-Out, such Notice and/or Claim Form shall have the same force and effect as if each Class Member executed this Settlement Agreement.

20. Drafter of Agreement

a. None of the Parties will be considered to be the drafter of this Settlement Agreement or any of its provisions for 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 Settlement Agreement.

21. Limitations on Use

a. Neither this Settlement Agreement nor any related documents filed or created in connection with this Settlement Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

22. Jurisdiction

a. After entry of the Final Approval Order and Judgment the Court shall retain jurisdiction with respect to enforcement of the terms of this Settlement Agreement and all Parties and Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement Agreement and any dispute relating thereto.

23. Taxes

a. The Parties agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1.

b. For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

c. Any expenses reasonably incurred by the Settlement Administrator in carrying out the duties described in this Agreement, including fees of tax attorneys and/or accountants, shall be paid by the Settlement Administrator from the Settlement Fund pursuant to its estimates and invoice for services rendered.

d. Any Person that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that Person by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. The Parties will reasonably cooperate with the Settlement Administrator to obtain appropriate reporting information for all Class Members who receive over \$600.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
on the date set forth beside their respective signatures.

DATED: 04/04/2025

MICHAEL JOHNSON, on behalf of himself and
the Class

Michael Johnson

By: _____

DATED: 04/04/2025

Reviewed and approved by Class Counsel, and
agreement to be bound to all provisions in the
Agreement that apply to Class Counsel

By: _____

DATED: _____

Comodo Group, Inc.

By: _____

Its: _____

DATED: _____

Reviewed and approved by CGI's Counsel

By: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
on the date set forth beside their respective signatures.

DATED: _____

MICHAEL JOHNSON, on behalf of himself and
the Class

By: _____

DATED: _____

Reviewed and approved by Class Counsel, and
agreement to be bound to all provisions in the
Agreement that apply to Class Counsel

By: _____

DATED: 04/04/2025

Comodo Group, Inc.

Signed by:
Michael Whittam
9B4B90F14B4F46F...

By: Michael Whittam

Its: CFO

DATED: _____

Reviewed and approved by CGI's Counsel

By: *Jauri Mazzuchetti*