

**IN THE CIRCUIT COURT FOR THE FIRST JUDICIAL CIRCUIT  
IN AND FOR WALTON COUNTY, FLORIDA**

**JASON KUHN, DANNY ALLEN, and  
HARRY MEDINA**, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

**NATIONS DIRECT MORTGAGE, LLC,**

Defendant.

Case No.: 24CA115

**SETTLEMENT AGREEMENT AND RELEASES**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs Jason Kuhn, Danny Allen, and Harry Medina (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Nations Direct Mortgage, LLC (“Defendant”), as of the date last signed below.

The Parties hereby agree to the following terms in full settlement of the Actions (defined below), subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant services the residential mortgage industry as a nationwide wholesale lending partner specializing in residential lending, including FHA, VA, Conventional and Non-QM loan products and loan origination through an exclusive network of Broker/Banker partners.

2. As part of its business, Defendant collects, maintains, and stores Personally Identifying Information (“PII”) from its employees and individuals seeking or holding mortgages

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below or as defined elsewhere in the Agreement.

and other services, which PII includes but is not limited to, names, addresses, phone numbers, email addresses, dates of birth, and Social Security numbers.

3. On or about December 30, 2023, Defendant became aware that an unauthorized actor may have accessed certain files and data stored within Defendant's network that contain the PII, including names, addresses, unique Nations Direct Mortgage loan numbers, and Social Security numbers of approximately 83,108 individuals (the "Data Breach Incident").

4. As a result, in March of 2024, Plaintiff Jason Kuhn filed a class action against Defendant in The Circuit Court for The First Judicial Circuit in and for Walton County, Florida (the "Florida Action").

5. Shortly after, the following complaints were filed in the District of Nevada: *Medina v. Nations Direct Mortgage, LLC*, Case No. 2:24-cv-00595-ART-NJK (D. Nev.); *Allen v. Nations Direct Mortgage, LLC*, Case No. 2:24-cv-00614-APG-NJK (D. Nev.); *Brown v. Nations Direct Mortgage, LLC*, Case No. 2:24-cv-00697-GMN-NJK (D. Nev.) (the "Nevada Actions").

6. The Florida Action and the Nevada Actions are collectively, the "Actions".<sup>2</sup>

7. The Actions asserted various causes of action, including, but not limited to (i) negligence, (ii) negligence *per se*, (iii) breach of implied contract, (iv) unjust enrichment, (v) violations of the California Consumer Privacy Act, and (vi) declaratory relief, aiming to represent a nationwide class and California sub-class of impacted individuals.

8. Shortly after the filing of the Actions, the Parties began discussing settlement. In connection with settlement discussions, Defendant provided Plaintiffs with information related to, among other things, the nature and cause of the Data Breach Incident, the number and geographic

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<sup>2</sup> The Nevada Actions were later consolidated into one action (Case No. 2:24-cv-00595), but the *Brown* plaintiff was ultimately not included in that consolidated complaint.

location of individuals impacted by the Data Breach Incident, and the specific type of information potentially accessed.

9. On July 2, 2024, the Parties engaged in private mediation before the Honorable Morton Denlow (Retired) of JAMS. The Parties did not settle at the mediation.

10. Prior to the mediation with Plaintiffs served Informal Discovery Requests to Defendant to which Defendant responded;

11. Subsequently, the Parties engaged in discovery in both the Florida Actions and the Nevada Actions.

12. In the Florida Actions, the following discovery was completed:

- a. Plaintiff Kuhn served 11 interrogatories, 93 requests for production of documents and 16 requests for admissions to Defendant to which Defendant responded; and
- b. Defendant served 18 interrogatories and 26 requests for production of documents to Plaintiff Kuhn to which the plaintiff responded and produced certain documents.

13. In the Nevada Actions, the following discovery was completed or initiated:

- a. Plaintiffs served written discovery on NDM on February 11, 2025 which included Plaintiffs' 18 interrogatories and 33 requests for production of documents to which Defendant responded;
- b. NDM served written discovery to Plaintiffs Allen and Medina on February 18, 2025, including 29 requests for production of documents and 23 interrogatories to which Plaintiffs responded; and
- c. The Parties served deposition notices to each other; however, no depositions took place as the Parties settled this action.

14. After multiple rounds of arm's-length negotiations between experienced counsel,

the Parties were ultimately able to reach an agreement on the materials terms of the settlement on May 16, 2025, and exchanged a Term Sheet containing the essential terms of the settlement agreement.

15. On May 30, 2025, Plaintiffs Allen and Medina dismissed the Nevada Actions.

16. Thereafter, in the Florida Action, on July 1, 2025, Plaintiffs filed a Second Amended Complaint adding Plaintiffs Allen and Medina to the Florida Action (the “SAC”).

17. The Parties now agree to settle the Actions entirely, without any admission 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 Actions, and to avoid the litigation costs and expenses, distractions, burden, expense, 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 any of the complaints or in the Actions, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in any of the complaints or in the Actions.

18. 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 avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Actions 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**

10. “**Actions**” means the class action lawsuits discussed above as the Florida Action and the Nevada Actions.

11. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made within the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

12. “**Cash Payment**” means compensation paid to Settlement Class Members who submit a Valid Claim for Reimbursement for Documented Losses or Lost Time or for the Statutory Relief to California Subclass.

13. “**Claim**” means the submission of a Claim Form by a Claimant.

14. “**Claim Form**” means the proof of claim, 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.

15. “**Claim Form Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 15 days before the initial scheduled Final Approval Hearing, which is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member Benefit.

16. “**Claimant**” means a Settlement Class member who submits a Claim Form.

17. “**Class Counsel**” means: Manuel Hiraldo of Hiraldo P.A.; Mona Amini of Kazerouni Law Group, APC; Ra O. Amen of Mason LLP; and Tyler Bean of Siri & Glimstad LLP.

18. **“Class List”** means a list of Settlement Class members. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in Defendant’s records. The Class List shall include the Settlement Class members’ full names, current addresses, email addresses, and last known phone numbers (if available from Data Breach Incident notice materials).

19. **“Class Representatives”** means Jason Kuhn, Danny Allen, and Harry Medina.

20. **“SAC”** means the SAC Complaint filed by Plaintiffs in the Florida Action.

21. **“Court”** means the Circuit Court in and for Walton County, Florida, and the Judge(s) assigned to the Actions.

22. **“Credit Monitoring”** means Kroll credit monitoring and identity theft insurance, including Credit Monitoring, Web Watcher, \$1 million Identity Fraud Loss Reimbursement, Fraud Consultation, and Identity Theft Restoration.

23. **“Data Breach Incident”** means the potential unauthorized access, on or about December 30, 2023, to the Personally Identifying Information stored on Defendant’s network.

24. **“Defendant”** or **“Nations Direct Mortgage”** means Nations Direct Mortgage, LLC.

25. **“Defendant’s Counsel”** means Christina M. Morgan and David Liu of Buchalter APC, Dylan Ciciliano of Garman Turner Gordon, and Michael De Simone of Sanchez Fischer Levine LLP.

26. **“Effective Date”** means the later of: (a) 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 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

27. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

28. **“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 Awards.

29. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

30. **“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.

31. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

32. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

33. **“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.

34. **“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, the



Settlement Website and toll-free settlement phone number.

35. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

36. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

37. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initially scheduled Final Approval Hearing.

38. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

39. “**Personally Identifiable Information**” or “**PII**” means information collected by Defendant, directly or indirectly, pertaining to its employees and/or customers, including, but not limited to, full names, addresses, Social Security numbers, and financial information.

40. “**Plaintiffs**” means Jason Kuhn, Danny Allen, and Harry Medina.

42. “**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 or if available, email.

43. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

45. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.



46. **“Released Claims”** means all liabilities, rights, claims, Actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the exposure of personal identifiable information, or any other personal information in the Nations Direct Mortgage’s Data Breach Incident, and conduct that was alleged or could have been alleged in the Actions, including, without limitation, any claims, Actions, causes of action, demands, damages, including punitive, special or exemplary damages, attorneys’ fees, costs or expenses of suit, injunctive relief, declaratory relief, specific performance, prejudgment or post-judgment interest, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of PII from Nations Direct Mortgage’s Data Breach Incident (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to Nations Direct Mortgage’s Data Breach Incident. However, Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement, and shall not include the Class Members who have timely and validly requested exclusion from the Settlement Class. Furthermore, the Released Claims will not in any manner affect any Class Member’s payment obligations or any other obligations under any note, loan, mortgage, or deed of trust that the Class Member may have with Defendant.

47. For avoidance of doubt, the Released Claims do not include the release of any monetary or non-monetary obligations of any type of loan, mortgage, deed of trust, security instrument given by any Class Member on which any Class Member previously was or currently is or may be liable.

48. **“Released Parties”** means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

49. **“Releasing Parties”** means Plaintiffs and Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

50. **“Service Award”** means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

51. **“Settlement Administrator”** means Simpluris, the third-party notice and claims administrator.

52. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

53. **“Settlement Class”** means the Nationwide Class and the California Subclass. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Actions, that Judge’s immediate family, and Court staff.

a. **“Nationwide Class”** means “All persons residing in the United States who were

notified by Nations Direct Mortgage, LLC (“NDM”) that their Private Information was potentially accessible during the Data Breach and/or known to be compromised by the Data Breach discovered on or about December 30, 2023, and who were sent notice of the Data Breach, including employees who entered into an arbitration agreement with Defendant. Defendant will waive enforcement of said arbitration agreements only for the limited purpose of claims arising out of, or relating to, the Data Breach Incident.”

- b. **“California Subclass”** means “All persons residing in the State of California who were notified by Nations Direct Mortgage, LLC that their Private Information was potentially accessible during the Data Breach and/or known to be compromised by the Data Breach discovered on or about December 30, 2023, and who were sent notice of the Data Breach, including employees who entered into an arbitration agreement with Defendant. Defendant will waive enforcement of said arbitration agreements only for the limited purpose of claims arising out of, or relating to, the Data Breach Incident.”

54. **“Settlement Class Member”** means any member of the Settlement Class who has not timely opted out of the Settlement.

55. **“Settlement Class Member Benefit”** means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

56. **“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 Awards, 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 three months after Final Approval.

57. **"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 end of the Claim Form Period, or, if submitted online, submitted by 11:59 p.m. Eastern time on the last day of the Claim Form Period; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Certification of the Settlement Class**

58. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. 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 Actions.

#### **IV. Settlement Consideration**

##### **59. Settlement Class Member Benefits**

The Settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a substantiated, documented and Valid Claim to the Settlement Administrator. When submitting a Valid Claim, Settlement Class Members may submit claims for Cash Payment and Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

##### **60. Cash Payments**

a. **Reimbursement for Documented Losses:** Compensation for unreimbursed losses fairly traceable to the Data Breach Incident, may be up to a total of \$2,750.00 per person. Settlement Class Members must submit documentation supporting their Claims for losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source.

These ordinary losses may include the following:

- i. ***Out of pocket expenses*** incurred as a result of the Data Breach Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- ii. ***Compensation for extraordinary losses*** if the extraordinary

loss is: (i) an actual, documented, and unreimbursed monetary loss due to fraud or identity theft; and (ii) fairly traceable to the Data Breach Incident; and

iii. ***Fees for credit reports, credit monitoring, or other identity theft insurance product*** purchased between March 6, 2024, and the date of the Claim Form Deadline.

b. **Compensation for Lost Time**: Settlement Class Members with time spent remedying issues related to the Data Breach Incident may receive reimbursement of \$25.00 per hour up to two (2) hours (for a total of \$50.00), which shall require a “check-mark attestation signed under oath” of the validity of the Class Member’s lost time Claim.

c. **Statutory Relief to California Subclass**: In addition to the above Cash Payment Reimbursements described in Section IV.60.a-b, and the Credit Monitoring described in Section IV.61 below, the California Subclass shall also be entitled to submit a claim for a statutory payment of \$75.00 in exchange for a release of all California claims brought or able to be brought under California law related to the Data Breach Incident.

#### 61. **Credit Monitoring**

Each Settlement Class Member had the opportunity to enroll in Kroll credit monitoring and identity theft insurance, including Credit Monitoring, Web Watcher, \$1 million Identity Fraud Loss Reimbursement, Fraud Consultation, and Identity Theft Restoration. Settlement Class Members who took advantage of this opportunity shall be eligible to continue their current service subscription for an additional twenty-four months.

#### 62. **Business Practice Changes & Confirmatory Discovery**

Plaintiffs have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided



confidential discovery regarding the number of individuals in the Settlement Class broken down by state of residence, the facts and circumstances of the Data Breach Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' Personal Information. Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Breach Incident and estimating the annual cost of those improvements.

**V. Settlement Approval**

63. Class Counsel shall file a Motion for Preliminary Approval by October 1, 2025.

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

(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 submission 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 Manuel Hiraldo of Hiraldo P.A.; Mona Amini of Kazerouni Law Group, APC; Ra O. Amen of Mason LLP; and Tyler Bean of Siri & Glimstad LLP as Class Counsel; (7) appoint the Plaintiffs as Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Florida Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

65. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties 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.

66. 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, including, but not limited to, effectuating the Notice Program, handling the Claims process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

67. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. 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;

- e. Responding to any mailed Settlement Class member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number, type and amount 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;
- h. In advance of the Final Approval Hearing, preparing a declaration 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, 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;
- i. Reviewing Claim Forms submitted by Settlement Class members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

- l. Sending an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code; and
- m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

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

68. Defendant will make available to the Settlement Administrator the Class List no later than 20 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

69. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

70. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final 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 additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. The Settlement Administrator shall establish the Settlement Website no later than the 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.

72. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice 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 during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and 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.

73. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, 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 no later than the last day of the Objection Period, 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 and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

74. 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 five 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 Awards, and whether each counsel will appear at the Final Approval Hearing;

- 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. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. 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.

75. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

76. The Notice Program shall be completed no later than 45 days before the original

date set for the Final Approval Hearing.

#### **VIII. Claim Form Process and Disbursement of Cash Payments**

77. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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 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.

83. Where a good faith basis exists, the Settlement Administrator may 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.

84. 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 30 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.

- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim will be final and binding.

85. 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 or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

86. 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.

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth in paragraph 83 herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 20 days of the invoice.

88. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 60 days to select their form of payment following such email from the Settlement

Administrator. Paper checks must be negotiated within 60 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. 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 revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

**IX. Final Approval Order and Final Judgment**

90. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument 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 Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

91. 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 Awards. 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.

**X. Service Awards, Attorneys' Fees, and Costs**

92. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

93. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and cost of up to \$225,000.00, to be paid by Defendant separate from the Settlement Class Benefits. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost

award by check or wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

94. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards. If the Court denies, in total or in part the request for attorneys' fees or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement had been agreed upon.

#### **XI. Releases**

95. 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 but not limited to any state law or common law claims arising out of or relating to the Data Breach Incident or the Actions that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 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.

The Releasing Parties also waive the provisions and rights of any other applicable state or federal law(s) that are comparable in effect to California Civil Code section 1542 (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). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

96. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

97. 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.

## **XII. Termination of Settlement**

98. 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 and releases set forth herein;
- 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.



99. 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.

100. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opts out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

101. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Actions 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 Actions 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 Actions 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*.

### **XIII. Effect of Termination**

102. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and 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 Actions 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.

103. 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 Actions or any other action or proceeding for any purpose. In such event, all Parties to the Actions shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XIV. No Admission of Liability**

104. 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 Actions. Defendant specifically denies that a class could or should be certified in the Actions 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 Actions.

105. Class Counsel believe the claims asserted in the Actions 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 Actions. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted 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.

106. This Agreement constitutes a compromise and settlement of disputed claims. No

action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

107. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Actions or in any proceeding in any court, administrative agency, or other tribunal.

108. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XV. Miscellaneous Provisions**

109. 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. 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 Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Actions have 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 Settlement Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

111. 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.

112. 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.

113. 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.

114. 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.

115. 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.

116. 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 Florida, without regard to the principles thereof regarding choice of law.

117. 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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

118. 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.

119. 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:

**HIRALDO P.A.**

Manuel Hiraldo  
401 E. Las Olas Blvd.  
Ste. 1400  
Fort Lauderdale, FL 33301  
Tel: (954) 400-4713  
mhiraldo@hirdolaw.com

**KAZEROUNI LAW GROUP, APC**

Mona Amini  
6940 S. Cimmaron Rd., Suite 210  
Las Vegas, Nevada 89113  
Tel: (800) 400-6808  
Fax: (800) 520-5523  
mona@kazlg.com

**MASON LLP**

Ra O. Amen  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015  
Tel: (202) 429-2290  
ramen@masonllp.com

**SIRI & GLIMSTAD LLP**

Tyler J. Bean  
745 Fifth Avenue, Suite 500  
New York, New York 10151  
Tel: (212) 532-1091  
tbean@sirillp.com

If to Defendant or Defendant's Counsel:

**BUCHALTER**

Christina M. Morgan  
655 West Broadway, Suite 1600  
San Diego, CA 92101  
Tel: (619) 219-5335  
cmorgan@buchalter.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.

120. 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.

121. 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.

122. 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.

123. 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.

124. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Actions; and (b) that even if they may hereafter discover facts in



addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Actions as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Actions pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

125. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

**PLAINTIFFS**

  
Jason Kuhn [Sep 25, 2025 13:53:59 CDT]

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JASON KUHN  
*Plaintiff*

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DANNY ALLEN  
*Plaintiff*

addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Actions as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Actions pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

125. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

## **PLAINTIFFS**

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JASON KUHN  
*Plaintiff*

*Danny Allen*

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DANNY ALLEN  
*Plaintiff*

  
Harry Medina (Sep 25, 2025 08:38:34 EDT)

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HARRY MEDINA  
*Plaintiff*

**CLASS COUNSEL**

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MANUEL HIRALDO  
HIRALDO P.A.

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MONA AMINI  
KAZEROUNI LAW GROUP, APC

*Ra O. Amen*

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RA O. AMEN  
MASON LLP

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TYLER BEAN  
SIRI & GLIMSTAD LLP

**NATIONS DIRECT MORTGAGE, LLC**

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By: \_\_\_\_\_  
Its \_\_\_\_\_

**COUNSEL FOR DEFENDANT**

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CHRISTINA M. MORGAN  
BUCHALTER

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HARRY MEDINA  
*Plaintiff*

**CLASS COUNSEL**

*Manuel S. Hiraldo*  
\_\_\_\_\_  
MANUEL HIRALDO  
HIRALDO P.A.

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MONA AMINI  
KAZEROUNI LAW GROUP, APC

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RA O. AMEN  
MASON LLP

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TYLER BEAN  
SIRI & GLIMSTAD LLP

**NATIONS DIRECT MORTGAGE, LLC**

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By: \_\_\_\_\_  
Its \_\_\_\_\_

**COUNSEL FOR DEFENDANT**

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CHRISTINA M. MORGAN  
BUCHALTER

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HARRY MEDINA  
*Plaintiff*

**CLASS COUNSEL**

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MANUEL HIRALDO  
HIRALDO P.A.



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KAZEROUNI LAW GROUP, APC

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RA O. AMEN  
MASON LLP

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TYLER BEAN  
SIRI & GLIMSTAD LLP

**NATIONS DIRECT MORTGAGE, LLC**

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By: \_\_\_\_\_  
Its \_\_\_\_\_

**COUNSEL FOR DEFENDANT**

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CHRISTINA M. MORGAN  
BUCHALTER

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HARRY MEDINA  
*Plaintiff*

**CLASS COUNSEL**

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MANUEL HIRALDO  
HIRALDO P.A.

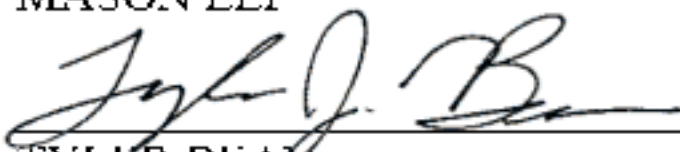
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MONA AMINI  
KAZEROUNI LAW GROUP, APC

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RA O. AMEN  
MASON LLP

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TYLER BEAN  
SIRI & GLIMSTAD LLP

DocuSigned by:  
NATIONS DIRECT MORTGAGE, LLC  


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By: Aimee Quinn

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Its President

**COUNSEL FOR DEFENDANT**



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CHRISTINA M. MORGAN  
BUCHALTER

NDM Data Breach Incident Settlement  
c/o Settlement Administrator  
P.O. Box  
Santa Ana, CA 92799-9958

***Kuhn, et al. v. Nations Direct Mortgage, LLC***  
Case No. 24CA115

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE DECEMBER 2023  
NATIONS DIRECT MORTGAGE  
DATA BREACH INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»  
«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»



#### Why am I receiving this notice?

A Settlement has been reached with Nations Direct Mortgage, LLC ("NDM") in a class action lawsuit. The case is about the December 2023 cyberattack on NDM's computers (the "Data Breach Incident"). Files containing private information were accessed. NDM denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

#### Who is included in the Settlement?

You are a Class Member if: (1) you live in the US; **and** (2) NDM notified you that your private information was affected by the Data Breach Incident. Affected NDM employees who have an arbitration agreement with NDM are also part of the Class.

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

#### What are the Settlement benefits?

If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim two additional years of **Credit Monitoring Services**. All Class Members can claim one or more **Cash Payments**. Cash payment options are: (1) If you have documented losses you can get back up to **\$2,750** for out-of-pocket expenses and losses. (2) If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to 2 hours (up to **\$50**). (3) California residents can also claim a **\$75** statutory payment.

Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



### How do I receive a benefit?

To submit a claim, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). You can also call 1-XXX-XXX-XXXX to request a paper Claim Form. **Claims must be submitted online or postmarked by [Claims Deadline].**

### What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue NDM for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The

Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$225,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

**TO:** «Email Address»  
**FROM:** “NDM Data Breach Incident Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:** NDM Data Breach Incident Settlement – You are Eligible to File a Claim

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**LEGAL NOTICE**

*Kuhn, et al. v. Nations Direct Mortgage, LLC*  
Case No. 24CA115  
Circuit Court for Walton County, Florida

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2023  
NATIONS DIRECT MORTGAGE DATA BREACH INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued.  
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Nations Direct Mortgage, LLC (“NDM”) in a class action lawsuit about the December 2023 cyberattack on NDM’s computers (the “Data Breach Incident”). Files containing private information were accessed.

NDM denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

**Who is included in the Settlement?** You are a Class Member if: (1) you live in the US; **and** (2) NDM notified you that your private information was affected by the Data Breach Incident. Affected NDM employees who have an arbitration agreement with NDM are also part of the Class.

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

**What are the Settlement benefits?** If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim two additional years of **Credit Monitoring Services**. All Class Members can **claim** one or more **Cash Payments**. Cash payment options are: (1) If you have documented losses you can get back up to **\$2,750.00** for out-of-pocket expenses and losses. (2) If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to 2 hours (up to **\$50.00**). (3) California residents can also claim a **\$75.00** statutory payment

**How do I receive a benefit?** Visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue NDM for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on [**FA Hearing Date**] at the [**Court Address**], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$225,000.00, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-**XXX-XXX-XXXX** or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**User ID:** «User ID»



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Kuhn, et al. v. Nations Direct Mortgage, LLC*

Case No. 24CA115

Circuit Court for Walton County, Florida

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2023 NATIONS DIRECT MORTGAGE DATA BREACH INCIDENT A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Nations Direct Mortgage, LLC (“NDM” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on NDM's computer systems that occurred in December 2023 (the “Data Breach Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; phone numbers; email addresses; dates of birth; and Social Security numbers.
- The lawsuit is called *Kuhn, et al. v. Nations Direct Mortgage, LLC*, Case No. 24CA115. It is pending in the Circuit Court for Walton County, Florida (the “Litigation”).
- NDM denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- NDM's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from NDM.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2025
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2025
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal 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 has to decide whether to approve the Settlement.



## WHAT THIS NOTICE CONTAINS

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## Basic Information

### 1. Why was this Notice issued?

The Circuit Court for Walton County, Florida, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Kuhn, et al. v. Nations Direct Mortgage, LLC*, Case No. 24CA115. It is pending in the Circuit Court for Walton County, Florida. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Nations Direct Mortgage, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the December 2023, targeted cyberattack on NDM’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; phone numbers; email addresses; dates of birth; and Social Security numbers.

### 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 are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Jason Kuhn, Danny Allen, and Harry Medina. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.



## Who is in the Settlement?

### 5. Who is included in the Settlement?

You are part of the Class if:

- (1) you live in the United States; **and**
- (2) NDM notified you that your private information was affected by the Data Breach Incident.

California residents are **also** part of the California Subclass, and can claim an additional benefit.

Affected NDM employees who have an arbitration agreement with NDM are included in the Class. NDM will not enforce those parts of the arbitration agreement that are covered by the Settlement Agreement.

This is a plain language version of how the Court defined the Class. The original version is available in Paragraph 53 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) anyone who validly excludes themselves from the Settlement; (3) anyone who perpetrated the Data Breach Incident; and (4) government entities.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: NDM Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

NDM has agreed to pay for a number of different benefits. If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim an additional two years of Credit Monitoring Services. All Class Members may claim one or more **Cash Payments** that apply to them.

**Credit Monitoring Services.** If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim an additional two years of Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach Incident, you can get back up to **\$2,750.00**. The losses must have occurred between December 30, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- bank or credit card fees and charges
- postage to contact banks by mail

Fees for credit reports and credit monitoring are also covered *if* they were purchased after March 6, 2024.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Cash Payment for Lost Time. Documented Losses also include a Cash Payment for Lost Time.** Class Members who spent time responding to the Data Breach Incident may claim up to two hours, at \$25.00 per hour, for a maximum of **\$50.00**.

You must have spent the time on tasks related to the Data Breach Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach Incident

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: NDM Data Breach Incident Settlement, c/o Settlement Administrator, **[PO Box Number]**, Santa Ana, CA 92799-9958.

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against NDM about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at **www.[SettlementWebsite].com**.

## Submitting a Claim Form for a Settlement Payment

## 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at **www.[SettlementWebsite].com**. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:



NDM Data Breach Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Manuel Hiraldo of Hiraldo P.A.; Mona Amini of Kazerouni Law Group, APC; Ra O. Amen of Mason LLP; and Tyler Bean of Siri & Glimstad LLP, to represent you and other Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$225,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by NDM.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by NDM.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue NDM on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Kuhn, et al. v. Nations Direct Mortgage, LLC*, Case No. 24CA115, pending in the Circuit Court for Walton County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

NDM Data Breach Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

## **Commenting on or Objecting to the Settlement**

### **16. How do I tell the Court if I like or do not like the Settlement?**

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Kuhn, et al. v. Nations Direct Mortgage, LLC*, Case No. 24CA115, pending in the Circuit Court for Walton County, Florida;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;



- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, your lawyer's signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	NDM Data Breach Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Ra O. Amen <b>MASON LLP</b> 5335 Wisconsin Avenue NW Suite 640 Washington, DC 20015	Christina M. Morgan <b>BUCHALTER</b> 655 West Broadway Suite 1600 San Diego, CA 92101

## 17. What is the difference between objecting and excluding?

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 the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

## 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Circuit Court for Walton County, Florida, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

## 19. 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 wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

## 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: NDM Data Breach Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**



Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***  
Case No. 24CA115  
Circuit Court for Walton County, Florida  
**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

## GENERAL INSTRUCTIONS

You are part of the Class if:

- (1) you live in the United States; **and**
- (2) NDM notified you that your private information was affected by the Data Breach Incident.

California residents are also part of the California Subclass, and can claim an additional benefit.

Affected NDM employees who have an arbitration agreement with NDM are included in the Class. NDM will not enforce those parts of the arbitration agreement that are covered by the Settlement Agreement.

This is a plain language version of how the Court defined the Class. The original version is available in Paragraph 53 of the Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge's family and staff; (2) anyone who validly excludes themselves from the Settlement; (3) anyone who perpetrated the Data Breach Incident; and (4) government entities.

## **COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

### AVAILABLE BENEFITS

NDM has agreed to pay for a number of different benefits. If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim two additional years of Credit Monitoring Services. All Class Members may claim one or more **Cash Payments** that apply to them.

**Credit Monitoring Services.** If you elected to take advantage of the Credit Monitoring Services offered by NDM, you may claim two additional years of Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)



Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***  
Case No. 24CA115  
Circuit Court for Walton County, Florida  
**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach Incident, you can get back up to **\$2,750.00**. The losses must have occurred between December 30, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- bank or credit card fees and charges
- postage to contact banks by mail

Fees for credit reports and credit monitoring are also covered **if** they were purchased after March 6, 2024.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Cash Payment for Lost Time.** Documented Losses also include a Cash Payment for Lost Time. Class Members who spent time responding to the Data Breach Incident may claim up to two hours, at \$25.00 per hour, for a maximum of **\$50.00**.

You must have spent the time on tasks related to the Data Breach Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach Incident

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: NDM Data Breach Incident Settlement, c/o Settlement Administrator, **[PO Box Number]**, Santa Ana, CA 92799-9958.

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
**www.[SettlementWebsite].com**

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

NDM Data Breach Incident Settlement  
c/o Settlement Administrator  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

An electronic image of the completed Claim Form can also be emailed to **info@[SettlementWebsite].com**.

**Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com****

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***

Case No. 24CA115

Circuit Court for Walton County, Florida

**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

You must submit online, mail, or email your Claim Form by **[Claims Deadline]**.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***  
Case No. 24CA115  
Circuit Court for Walton County, Florida  
**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

**II. CREDIT MONITORING SERVICES**

☐ Check this box if you would like to enroll in two years of Credit Monitoring by a credit bureau.

**III. DOCUMENTED LOSSES**

☐ Check this box if you would like to claim reimbursement for documented losses related to the Data Breach Incident. You can get back up to \$2,750.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

<b>Description of Documentation Provided</b>	<b>Amount</b>
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
<b>TOTAL CLAIMED:</b>	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***  
Case No. 24CA115  
Circuit Court for Walton County, Florida  
**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**IV. CASH PAYMENT FOR LOST TIME**

If you spent time fixing problems caused by the Data Breach Incident, please select how many hours (up to two) you spent.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00)

**V. CALIFORNIA SUBCLASS STATUTORY PAYMENT – CALIFORNIA RESIDENT ONLY**

☐ Check this box if you would like to claim a one-time \$75.00 statutory payment.

**Do not claim this benefit if you are not a California resident.**

**VI. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Zelle**  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Virtual Prepaid Card**  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Physical Check**  
Payment will be mailed to the address provided in Section 1.

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Kuhn, et al. v. Nations Direct Mortgage, LLC***

Case No. 24CA115

Circuit Court for Walton County, Florida

**DATA BREACH INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**VII. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

**IN THE CIRCUIT COURT FOR THE FIRST JUDICIAL CIRCUIT  
IN AND FOR WALTON COUNTY, FLORIDA**

**JASON KUHN, DANNY ALLEN, and  
HARRY MEDINA**, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

**NATIONS DIRECT MORTGAGE, LLC,**

Defendant.

Case No.: 24CA115

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,  
CERTIFYING SETTLEMENT CLASS, AND  
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). Upon careful consideration of the Motion, arguments of counsel, and being otherwise advised, the Court finds and determines as follows:

Plaintiffs Jason Kuhn, Danny Allen, and Harry Medina brought this class action in this County against Defendant Nations Direct Mortgage, LLC ("Defendant" or "Nations Direct Mortgage") for damages allegedly suffered by Plaintiffs and the Class in connection with an unauthorized intrusion where certain files and data stored within Defendant's network were potentially accessed (the "Data Breach Incident"). Defendant became aware of the Data Breach Incident on or about December 30, 2023.

The parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm's-length negotiations between counsel experienced in class actions and

data privacy matters. The parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement and Release, including the exhibits attached thereto (together, the “Settlement Agreement” or “Settlement”), and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is granted as set forth herein.<sup>1</sup>

#### **I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

For settlement purposes only and pursuant to Florida Rules of Civil Procedure 1.220(a), the Court provisionally certifies the classes in this matter defined as follows:

All persons residing in the United States who were notified by Nations Direct Mortgage, LLC (“NDM”) that their Private Information was potentially accessible during the Data Breach and/or known to be compromised by the Data Breach discovered on or about December 30, 2023, and who were sent notice of the Data Breach, including employees who entered into an arbitration agreement with Defendant. Defendant will waive enforcement of said arbitration agreements only for the limited purpose of claims arising out of, or relating to, the Data Breach Incident (“Nationwide Class”).

All persons residing in the State of California who were notified by Nations Direct Mortgage, LLC that their Private Information was potentially accessible during the Data Breach and/or known to be compromised by the Data Breach discovered on or about December 30, 2023, and who were sent notice of the Data Breach, including employees who entered into an arbitration agreement with Defendant. Defendant will waive enforcement of said arbitration agreements only for the limited purpose of claims arising out of, or relating to, the Data Breach Incident (“California Subclass”). (Collectively, the “Settlement Class”).

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement and Release, which was filed with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.



Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request for Exclusion prior to the Opt-Out Deadline.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this case.

## **II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL**

Plaintiffs Jason Kuhn, Danny Allen, and Harry Medina are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members, and therefore typical of the Class, and that they will be adequate Settlement Class Representatives.

The Court finds that Manuel Hiraldo of Hiraldo P.A.; Mona Amini of Kazerouni Law Group, APC; Ra O. Amen of Mason LLP; and Tyler Bean of Siri & Glimstad LLP are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

### **III. PRELIMINARY SETTLEMENT APPROVAL**

Upon preliminary review, the Court finds that the Proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

### **IV. JURISDICTION**

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

### **V. FINAL APPROVAL HEARING**

A Final Approval Hearing shall be held on **[DATE: at least 90 days after entry of this Order]** in Courtroom \_\_\_\_ of the Walton County Courthouse, 571 Hwy. 90 East, DeFuniak Springs, FL 32433, to determine, among other things, whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to Florida Rule of Civil Procedure 1.220(d)(1), (2), and (3); (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e); (iii) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for an award of attorneys' fees, costs and expenses (the "Fee Request") should be approved; and (vi) the application of the Settlement Class Representatives for a Service Award (the "Service Award Request") should be approved.

Plaintiffs' motion for final approval of the Settlement, including their Application for Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court by **[DATE: 45 days prior to Final Approval Hearing]**. By no later than **[DATE: 7 days prior to Final Approval**

**Hearing]**, the parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

## **VI. ADMINISTRATION**

The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members, including but not limited to, the Settlement Administrator's fees and costs. These payments shall be made separate and apart from the Settlement amounts.

## **VII. NOTICE TO THE CLASS**

The Proposed Notice Program set forth in the Settlement Agreement, including the Postcard Notice and Long Form Notice, attached to the Settlement Agreement as its Exhibits 1 and 2, satisfy the requirements of Florida Rule of Civil Procedure 1.220(d)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Notice Specialist and Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

By [**DATE: 20 days after entry of this Order**], the Notice Specialist and Claims Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

## **VIII. FINDINGS CONCERNING NOTICE**

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including the Florida Rules of Civil Procedure 1.220(d)(2) and (3), and the Due Process Clause(s) of the Florida Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

#### **IX. EXCLUSION FROM CLASS**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **[DATE: 30 days prior to final approval hearing]**. The written notification must include the individual's full name and current address; an unequivocal statement that he or she wants to be excluded from the Litigation, the Settlement Class, Settlement Agreement, not to participate in the Settlement Agreement and/or to waive all rights to the benefits of the Settlement Agreement; and the individual's signature.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the

Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than **[DATE: 21 days prior to final approval hearing]**. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release and the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

#### **X. OBJECTIONS AND APPEARANCES**

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request, and must do so no later than **[DATE: 30 days prior to final approval hearing]**.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Deadline; and (b) mailed first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, Defendants' Counsel, and the Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than **[DATE: 30 days prior to final approval hearing]**, as specified in the Notice. For an objection to be considered by the court, the objection must also set forth:

- a. The objector's full name, address, telephone number, and e-mail 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 five 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 Awards, and whether each counsel will appear at the Final Approval Hearing;
- 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. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).



Any Settlement Class Member who fails to substantially comply with the provisions of this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered. The Court retains the right to allow objections in the interest of justice.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, including any final judgment and orders entered thereon, the Service Award Request, or the Fee Request.

## **XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN**

The Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid claim form. The Court preliminarily approves the settlement benefits to the class and plan for remuneration described in Section VIII of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement



consideration according to the terms of the Settlement Agreement, should Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form will be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

## **XII. TERMINATION OF THE SETTLEMENT**

This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

## **XIII. USE OF ORDER**

This Order shall be of no continuing force or effect if Final Judgment is not entered or there is no Effective Date (as defined in the Settlement Agreement). In no event, shall this Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability in connection with the Cyber Incident, indication that

there was any misuse of information resulting from the Cyber Incident, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

#### **XIV. STAY OF PROCEEDINGS**

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment, or until further order of this Court.

#### **XV. CONTINUANCE OF HEARING**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

#### **XVI. SUMMARY OF DEADLINES**

The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

1. **Notice Deadline: DATE [20 days after entry of this Order]**
2. **Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards: DATE [45 days prior to Final Approval Hearing]**

3. **Opt-Out and Objection Deadlines: DATE [30 days prior to Final Approval Hearing]**
4. **Claim Submission Deadline: DATE [15 days prior to Final Approval Hearing]**
5. **Responses (if any) to any Objections, and Replies (if any) in Support of Final Approval, Service Awards, and Fee Requests: DATE [7 days prior to Final Approval Hearing]**
6. **Final Approval Hearing: DATE [at least 90 days after entry of this Order]** before the undersigned in Courtroom \_\_\_\_ Walton County Courthouse, 571 Hwy. 90 East, DeFuniak Springs, FL 32433.

The dates set in this Order should be included as appropriate in the Notices to the Class.

IT IS SO ORDERED this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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HON.  
JUDGE, CIRCUIT COURT

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nations Direct Mortgage Settlement Ends Class Action Suit Over December 2023 Data Breach](#)

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