

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Jeffrey Gerken and Wilbur Brown (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below), and (ii) Lighthouse Electric Company, Inc. (“Lighthouse” or “Defendant”) in the case titled *Jeffrey Gerken and Wilbur Brown v. Lighthouse Electric Company, Inc.*; Case No. CV-2026-01588, in the Court of Common Pleas of Washington County, Pennsylvania (the “Action”). Defendant and Plaintiffs are collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, on March 12, 2025, Plaintiff Wilbur Brown filed a Complaint in the United States District Court for the Western District of Pennsylvania on behalf of a putative class of similarly situated individuals alleging that their Personal Information was potentially impacted in the Data Incident (defined below), and asserted claims for negligence, breach of implied contract, breach of fiduciary duty and unjust enrichment;

WHEREAS, on March 20, 2025, Plaintiff Jeffrey Gerken filed a Complaint in the United States District Court for the Western District of Pennsylvania on behalf of a putative class of similarly situated individuals alleging they were potentially impacted by the Data Incident;

WHEREAS, on May 30, 2025, Plaintiffs Brown and Gerken filed their amended consolidated complaint entitled *In re Lighthouse Electric Company Data Breach Litigation*, Case No. 2:25-cv-00362 in the Western District of Pennsylvania on behalf of a putative class of similarly situated individuals alleging they were potentially impacted by the Data Incident asserting causes of action for negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, breach of confidence and declaratory judgment;

WHEREAS, on March 2, 2026, Plaintiffs re-filed the class action in state Court of Pennsylvania, after determining it was the appropriate venue alleging causes of action for negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, breach of confidence and declaratory judgment;

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representatives and the class that they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Pa. Code Rule 1702; and

WHEREAS, following a formal mediation before Hon. David E. Jones (ret.), a mediator experienced in class action data breach mediation, the exchange of disclosures and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

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

## I. DEFINITIONS

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

1. “**Action**” means the class action lawsuit captioned *Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*, Case No. CV-2026-01588, inclusive of all other actions previously filed against Defendant relating to the Data Incident

2. “**Alternative Cash Payment**” means a cash payment of \$60.00 that Settlement Class Members may elect to receive in the alternative to claims for Documented Losses, as set forth in Paragraph 39.

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

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

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

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

7. “**Class Counsel**” means Raina Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, LLP.

8. “**Class Representative**” means Jeffrey Gerken and Wilbur Brown, the Plaintiffs in the Action.

9. “**Court**” means the Pa. State Court.

10. “**Credit Monitoring Services**” means two years of one-bureau credit monitoring provided by CyEx. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

11. “**Data Incident**” means the data security incident that Defendant discovered on or about October 26, 2024, in which an unauthorized threat actor accessed Defendant’s computer network and is alleged to have gained access to Private Information of Plaintiffs and the Settlement Class.

12. **“Defendant’s Counsel”** means Allen Sattler and Rob Yang of Constangy, Brooks, Smith & Prophete, LLP.

13. **“Documented Losses”** means losses supported with third-party documentation, up to \$2,750, that meet the following conditions: (1) (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and/or (2) the out-of-pocket losses that have not otherwise been reimbursed, including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach/incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

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

15. **“Fee Award and Costs”** means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

16. **“Final Approval Order”** means an order that the Court enters after the Final Approval Hearing, which orders that Judgment be entered accordingly, finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Rule 1700, et seq of the Pennsylvania Code, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order is “Final” as defined herein or any other aspect of the Final Approval Order.

17. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Rule 1714 of the Pennsylvania Code, and whether to issue the Final Approval Order and the Judgment.

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

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

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

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

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

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

24. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 51.

25. “**Personal Information**” means information allegedly involved in the Data Incident that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual, including, in particular here, full names, Social Security numbers, financial account information, and health insurance information, as described in Defendant’s notice to potentially affected individuals. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “**Preliminary Approval Order**” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement

under Pa. Code 1700 *et seq*, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

27. “**Released Claims**” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

28. “**Released Parties**” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

29. “**Releasing Parties**” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

30. “**Request for Exclusion**” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

31. “**Service Award**” means compensation awarded by the Court and paid to any Class Representative in recognition of his or her role in this litigation.

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

33. “**Settlement Administrator**” means Simpluris, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Parties and approved by the Court.

34. “**Settlement Class**” means “All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.’s network, including all those individuals who received notice of the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Action and their staff, and members of

their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Defendant represents that the Class contains approximately 7,128 individuals.

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

36. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

37. “**Settlement Payment**” or “**Settlement Check**” means the payment to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraphs 43-46.

38. “**Settlement Website**” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

## II. SETTLEMENT BENEFITS

39. **Cash Benefits.** Defendant will pay all Approved Claims for Documented Losses, Credit Monitoring, or, in the alternative, Alternative Cash Payments, as described below.

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through CyEx. Settlement Class Members who previously enrolled in credit monitoring services provided by Defendant following the Data Incident may still elect to receive the Credit Monitoring Services provided under this Settlement, which shall be for two (2) years from the date of activation under this Settlement.
- b. **Claims for Documented Losses.** Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Documented Losses (as defined in Paragraph 13) of up to \$2,750.00.

- c. **Alternative Cash Payment:** Settlement Class Members can make a Claim for a single sixty dollar and zero cents (\$60.00) cash payment in the alternative to Claims for Documented Losses and Credit Monitoring.

40. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits.

### III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

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

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

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Documented Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after October 26, 2024; and (ii) any other factors the Settlement Administrator reasonably deems relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

- f. To the extent the Settlement Administrator determines that a timely claim by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**43. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Documented Losses, and/or an Alternative Cash Payment and also provide funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Documented Losses and/or an Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 43(a).
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the Claims Period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

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

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

#### IV. SETTLEMENT CLASS NOTICE

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

48. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendant's Counsel. Before Notices are mailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

49. **Settlement Website.** The Settlement Administrator will establish and publish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs'

motion for an award of attorneys' fees, and costs and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

50. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraph 39, as invoiced. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order.

## V. OPT-OUTS AND OBJECTIONS

51. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline (the "Opt-out Deadline"). The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement. No person shall purport to exercise any exclusion rights of any other person, or purport to (a) opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

52. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline (the "Objection Deadline") and simultaneously filing the written objection with the Court by the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or

his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

53. Within seven (7) days after the Objection Deadline and Opt-out Deadline, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid requests for exclusions and objections.

## VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

- i. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs, and other data agreed to between Class Counsel, Defendant's Counsel and the Settlement Administrator;
- k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

## VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

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

56. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

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

58. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain

jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## VIII. MODIFICATION AND TERMINATION

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

60. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Award shall constitute grounds for termination of the Settlement.

61. **Effect of Termination.** In the event of a termination as provided in Paragraph 60, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

## IX. RELEASES

62. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

63. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

64. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

## X. SERVICE AWARDS

65. **Service Award.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Three Thousand, Seven Hundred Dollars and Zero Cents (\$3,750.00) for each of the Class Representatives in recognition of their contributions to this Action, subject to Court approval. Defendant shall pay the Court-approved Service Awards to an account established by the Settlement Administrator within fourteen (14) days after the Effective Date. The Settlement

Administrator will then distribute the Service Awards. The amount of Service Awards was negotiated after the primary terms of the Settlement were negotiated.

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

## XI. ATTORNEYS' FEES, COSTS, EXPENSES

67. **Attorneys' Fee Award and Costs.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for Fee Award and Costs, to include any Litigation Costs and Expenses, to be paid by Defendant. Defendant agrees not to oppose Class Counsel's request for an award of attorneys' fees and costs not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). If Class Counsel seeks more than \$200,000.00 in attorneys' fees and costs Defendant reserves all rights to object and oppose such request. Defendant shall pay the Court-approved Attorneys' Fee Award and Costs to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. The amount of Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

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

## XII. NO ADMISSION OF LIABILITY

69. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

70. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

### XIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

79. **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.

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

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

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

Raina Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Tel: (872) 263-1100  
Email: [rborrelli@straussborrelli.com](mailto:rborrelli@straussborrelli.com)

Leigh S. Montgomery  
**ELLZEY KHERKHER SANFORD MONTGOMERY, LLP**  
4200 Montrose Blvd., Ste. 200  
Houston, Texas 77006  
Tel: (713) 350-3931  
Email: [lmontgomery@eksm.com](mailto:lmontgomery@eksm.com)

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Allen Sattler  
Rob Yang  
**Constangy, Brooks, Smith & Prophete, LLP**  
2029 Century Park East  
Suite 1100  
Los Angeles, CA 90067  
[asattler@constangy.com](mailto:asattler@constangy.com)  
[ryang@constangy.com](mailto:ryang@constangy.com)

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

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

**SIGNATURES**

**WILBUR BROWN**

By:  \_\_\_\_\_  
Wilbur Brown (Mar 12, 2026 10:54:42 EDT)

Date: 03/12/2026 \_\_\_\_\_

**JEFFREY GERKEN**

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

Date: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

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

Date: \_\_\_\_\_

Raina Borrelli

**ELLZEY KHERKHER SANFORD MONTGOMERY, LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

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

Date: 03/12/2026 \_\_\_\_\_

Leigh S. Montgomery

**LIGHTHOUSE ELECTRIC COMPANY, INC.**

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

Date: \_\_\_\_\_

Name: Anthony Brock

Title: Vice President of Finance

**CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

*Counsel for Defendant (as to form only)*

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

Date: \_\_\_\_\_

Allen Sattler

Rob Yang

**SIGNATURES**

**WILBUR BROWN**

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

Date: \_\_\_\_\_

**JEFFREY GERKEN**

By:                     

Date: 03 / 13 / 2026

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By:                     

Date: 03 / 17 / 2026

Raina Borrelli

**ELLZEY KHERKHER SANFORD MONTGOMERY, LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

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

Date: \_\_\_\_\_

Leigh S. Montgomery

**LIGHTHOUSE ELECTRIC COMPANY, INC.**

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

Date: \_\_\_\_\_

Name: Anthony Brock

Title: Vice President of Finance

**CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

*Counsel for Defendant (as to form only)*

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

Date: \_\_\_\_\_

Allen Sattler

Rob Yang

**SIGNATURES**

**WILBUR BROWN**

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

Date: \_\_\_\_\_

**JEFFREY GERKEN**

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

Date: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

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

Date: \_\_\_\_\_

Raina Borrelli

**ELLZEY KHERKHER SANFORD MONTGOMERY, LLP**

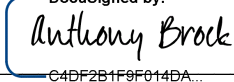
*Counsel for Plaintiffs and the Class (as to form only)*

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

Date: \_\_\_\_\_

Leigh S. Montgomery

**LIGHTHOUSE ELECTRIC COMPANY, INC.**

By:  \_\_\_\_\_  
C4DF2B1F9F014DA...

Date: 3/16/2026

Name: Anthony Brock

Title: Vice President of Finance

**CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

*Counsel for Defendant (as to form only)*

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

Date: \_\_\_\_\_

Allen Sattler

Rob Yang

— EXHIBIT A —

Lighthouse Electric Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [REDACTED]  
Santa Ana, CA 92799-9958

Wilbur Brown and Jeffrey Gerken v.  
Lighthouse Electric Company, Inc.  
Case No. [CV-2026-1588]

IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY IMPACTED IN THE OCTOBER  
2024 LIGHTHOUSE ELECTRIC COMPANY,  
INC., DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.

Acourt has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.

First-Class  
Mail  
US Postage  
Paid  
Permit # [REDACTED]

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX-«LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»



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

**Why am I receiving this notice?**

A Settlement has been reached with Lighthouse Electric Company, Inc. ("Lighthouse Electric") in a class action lawsuit. The case is about the October 2024 cyberattack on Lighthouse Electric's computers (the "Data Incident"). Files containing private information may have been accessed. Lighthouse Electric 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 online.

**Who is included in the Settlement?**

The Court has defined the class as: "All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.'s network, including all those individuals who received notice of the Data Incident."

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

**What are the Settlement benefits?**

You can claim two years of **Credit Monitoring Services** and/or **one** of two **cash payment** options.

If you have documented losses you can get back up to **\$2,750**.

*Instead of any other settlement benefit, you can get a one-time \$60 payment.*

Full details and instructions are available online.

**How do I receive a benefit?**

If you are claiming documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

**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 Lighthouse Electric 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 online, 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 \$200,000, and \$3,750 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE

Lighthouse Electric Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799-9958





— EXHIBIT B —

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*

Case No. [CV-2026-01588]

Court of Common Pleas of Washington County, Pennsylvania

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE OCTOBER 2024 LIGHTHOUSE ELECTRIC COMPANY, INC., DATA 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 Lighthouse Electric Company, Inc. (“Lighthouse Electric” or “Defendant”) in a class action lawsuit. This case is about a data security incident involving Lighthouse Electric's computer systems that occurred in October 2024 (the “Data Incident”). Certain files that contained private information may have been accessed. These files may have contained personal information such as full names; Social Security numbers; financial account information; and health insurance information.
- The lawsuit is called *Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*, Case No. [CV-2026-01588]. It is pending in the **Court of Common Pleas of Washington County, Pennsylvania** (the “Litigation”).
- Lighthouse Electric 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.
- Lighthouse Electric'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 Lighthouse Electric.
- 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 or payments 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> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or 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> , 2026
<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> , 2026
<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 or payments 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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THE LAWYERS REPRESENTING YOU .....	6
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## Basic Information

### 1. Why was this Notice issued?

The [Court of Common Pleas of Washington County, Pennsylvania](#), 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 *Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*, Case No. [CV-2026-01588]. It is pending in the [Court of Common Pleas of Washington County, Pennsylvania](#). The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Lighthouse Electric Company, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the October 2024 targeted cyberattack on Lighthouse Electric's computer systems, certain files that contained private information may have been accessed. These files may have contained personal information such as full names; Social Security numbers; financial account information; and health insurance information.

### 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 Jeffrey Gerken and Wilbur Brown. 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 parties and their respective attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

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

The court has defined the Class this way: “All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.’s network, including all those individuals who received notice of the Data Incident.” In this sentence, PII means Personally Identifiable Information.

### 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) Lighthouse Electric and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

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: Lighthouse Electric Data 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?

All Settlement Class Members may claim **Credit Monitoring Services** and/or one of the two **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

#### **CASH BENEFIT OPTIONS**

**Claims for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,750.00**. The losses must have occurred between October 26, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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. Your proof or notes should show that your expenses were more likely than not related to the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Alternative Cash Payment.** Instead of any other settlement benefit, you may claim a one-time cash payment. This payment is expected to be **\$60.00**.

You do not have to provide any proof or explanation to claim this payment.

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](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lighthouse Electric Data 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 Lighthouse Electric about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://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](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Lighthouse Electric Data 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](tel:1-XXX-XXX-XXXX), by email [info@\[SettlementWebsite\].com](mailto: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 Raina Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, 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 \$200,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Lighthouse Electric.

Class Counsel will also ask for Service Award payments of \$3,750.00 for each of the Class Representatives. Service Award payments will also be paid by Lighthouse Electric.

## 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 Lighthouse Electric 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: *Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*, Case No. [CV-2026-1588], pending in the Court of Common Pleas of Washington County, Pennsylvania;
- (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:

Lighthouse Electric Data 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: *Wilbur Brown and Jeffrey Gerken v. Lighthouse Electric Company, Inc.*, Case No. [CV-2026-01588], pending in the Court of Common Pleas of Washington County, Pennsylvania;
- (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) whether the objection applies only to you, or to other Class Members, as well;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you or your lawyer have objected in any other cases, list the names, courts, and civil action numbers for each of those cases;
- (8) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

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.

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

## 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 State Court of Pennsylvania, 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** 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: Lighthouse Electric Data 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**

— EXHIBIT C —

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

*Wilbur Brown and Jeffrey Gerken v.  
Lighthouse Electric Company, Inc.*

Case No. [CV-2026-01588]  
Court of Common Pleas of Washington County, Pennsylvania

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.’s network, including all those individuals who received notice of the Data Incident.” In this sentence, PII means Personally Identifiable Information.

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge’s family and staff; (2) Lighthouse Electric and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

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

**AVAILABLE BENEFITS**

All Settlement Class Members may claim **Credit Monitoring Services** and/or one of the two **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

**CASH BENEFIT OPTIONS**

**Claims for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,750.00**. The losses must have occurred between October 26, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit

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]

***Wilbur Brown and Jeffrey Gerken v.  
Lighthouse Electric Company, Inc.***

Case No. [CV-2026-01588]  
Court of Common Pleas of Washington County, Pennsylvania

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

- cost to replace your IDs
- postage to contact banks by mail

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. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Alternative Cash Payment.** Instead of any other settlement benefit, you may claim a one-time cash payment. This payment is expected to be **\$60.00**.

You do not have to provide any proof or explanation to claim this payment.

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

**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]

**Wilbur Brown and Jeffrey Gerken v.  
Lighthouse Electric Company, Inc.**

Case No. [CV-2026-01588]  
Court of Common Pleas of Washington County, Pennsylvania

Your claim must be submitted online or postmarked by:

[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**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 Services from CyEx Medical Shield Complete.

**III. CLAIMS FOR DOCUMENTED LOSSES**

- Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,750.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

*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>	

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

*Wilbur Brown and Jeffrey Gerken v.  
Lighthouse Electric Company, Inc.*

Case No. [CV-2026-01588]  
Court of Common Pleas of Washington County, Pennsylvania

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

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.

**IV. ALTERNATIVE CASH PAYMENT**

- Check this box if you want to claim a one-time \$60.00 cash payment. **DO NOT CLAIM THIS PAYMENT IF YOU ARE CLAIMING BENEFITS OR PAYMENTS FROM SECTION II OR III.**

**V. 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: \_\_\_\_\_
- Physical Check**  
Payment will be mailed to the address provided in Section 1.

**VI. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including 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

— EXHIBIT D —

**IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY  
27th JUDICIAL DISTRICT OF PENNSYLVANIA**

**JEFFREY GERKEN and WILBER  
BROWN**, on behalf of themselves and others  
similarly situated,

Plaintiffs,

v.

**LIGHTHOUSE ELECTRIC COMPANY,  
INC.**,

Defendant.

**NO. CV-2026-01588**

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT**

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (**Doc. No. \_\_\_**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Lighthouse Electric Company, Inc. (“Defendant” or “Lighthouse”) and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Counsel’s Joint Declaration in Support of the Motion (the “Settlement Agreement”).<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.’s network, including all those

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline..

Pursuant to 231 Pa. Code § 1714, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of 231 Pa. Code § 1702. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative will fairly and adequately protect the interests 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 Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiffs Jeffrey Gerken and Wilbur Brown will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as the Class Representatives. Additionally, the Court finds that Raina Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, LLP will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by 231 Pa. Code § 1701 *et seq.* and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 42 Pa. C.S.A. § 931 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 231 Pa. Code § 2179.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2026, at [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for Attorneys' Fee Award and Costs should be approved; and (f) the application of the Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints [insert] as the Settlement

Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under 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 Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including 231 Pa. Code § 1701 *et seq.*; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

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

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member's

full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. To be timely, written notice of an objection must be sent to the Settlement Administrator and postmarked no later than sixty (60) days after the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its

substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and 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 shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval 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 before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative 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 they may have in this Action or in any other lawsuit.

14. **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 Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Settlement Class List To Settlement Administrator	Within Ten (10) Days of Entry of Preliminary Approval Order
Deadline For Settlement Administrator to deliver Short Form Notice to the Settlement Class Members (By First Class USPS Mail)	Within Thirty (30) Days of Entry of Preliminary Approval Order (the “Notice Deadline”)
Motion for Attorneys’ Fee Award and Costs and Service Awards to Be Filed by Class Counsel	At Least Fourteen (14) Days Prior to Opt-Out/ Objection Deadlines
Opt-Out/Objection Date Deadlines	Sixty (60) Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	Seven (7) Days After Opt-Out Deadline
Claims Deadline	Ninety (90) Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least Fourteen (14) Days Prior To Final Approval Hearing
Final Approval Hearing	<hr/> [COURT TO ENTER DATE AND TIME] No Earlier Than One Hundred and Twenty (120) Days After Entry of Preliminary Approval Order

IT IS SO ORDERED.

\_\_\_\_\_ Date

\_\_\_\_\_ Judge

— EXHIBIT E —

**IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY  
27th JUDICIAL DISTRICT OF PENNSYLVANIA**

**JEFFREY GERKEN and WILBER  
BROWN**, on behalf of themselves and others  
similarly situated,

Plaintiffs,

v.

**LIGHTHOUSE ELECTRIC COMPANY,  
INC.**,

Defendant.

**NO. CV-2026-01588**

**[PROPOSED] FINAL ORDER APPROVING  
CLASS ACTION SETTLEMENT AND JUDGMENT**

Before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs’ Motion for Attorneys’ Fee Award and Costs and Service Award (“Motion for Attorneys’ Fees”).

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

**WHEREAS**, on \_\_\_\_\_ [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. \_\_**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Class Representatives and appointed Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the

form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

**WHEREAS**, on \_\_\_\_\_ [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

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

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

**WHEREAS**, the Court being required under Pennsylvania Rules of Civil Procedure 1701 *et seq.* to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable,

having considered the application made by Class Counsel for attorneys' Fee Award and Costs and the application for Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

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

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

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

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

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

All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving Lighthouse Electric Company, Inc.'s network, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who

submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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

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

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay all Notice and Administrative Expenses, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and distributing Settlement Payments.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' Fee Award and Costs and the Service Awards to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of 231 Pa. Code § 1709 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement

rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' Fee Award and Costs and Service Awards to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

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

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

11. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

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

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

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

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

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

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

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all

Released Claims, including Unknown Claims.

18. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

19. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

20. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

21. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might

affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

22. Neither Defendant nor its Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than the Plaintiffs and

each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Class Counsel, and/or Defendant.

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

24. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Settlement Class Representative in the amount of \$3,750.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

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

26. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorneys' Fee Award and Costs in the amount of \$200,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

27. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This

Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

28. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event,

the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

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

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

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

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

IT IS SO ORDERED.

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Dated

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Honorable Judge