

**UNITED STATES DISTRICT COURT
FOR DISTRICT OF NEW JERSEY**

LINDA LEHRBACH, on behalf of herself and all
others similarly situated,

CASE NO. 1:25-cv-02040

Plaintiff,

v.

EMM LOANS, LLC,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Linda Lehrbach (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and EMM Loans, LLC (“Defendant” or “EMM”) in the case titled *Lehrbach v. EMM Loans, LLC*, Case No. 1:25-cv-02040, in the United States District Court for the District of New Jersey. EMM and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

I. FACTUAL BACKGROUND AND RECITALS

WHEREAS, Plaintiff alleges that, on or around February 12, 2024, EMM discovered that its computer systems were impacted by cybercriminals (the “Incident”). Plaintiff alleged that this Incident exposed personally identifiable information (“PII”) of at least 2,313 individuals, including EMM’s current and former customers. Specifically, the following types of PII were allegedly exposed: names, Social Security numbers, driver’s license or other state identification numbers, and/or passport numbers.

WHEREAS, on or about October 30, 2024, EMM began notifying potentially impacted individuals, including Plaintiff and the Settlement Class, about the Incident.

WHEREAS, on March 24, 2025, Plaintiff Linda Lehrbach individually and on behalf of a putative class, filed an action against EMM in the United States District Court for the District of New Jersey, titled *Lehrbach v. EMM Loans, LLC*, Case No. 1:25-cv-02040. Plaintiff brought the following claims: negligence, negligence *per se*, breach of fiduciary duty, breach of implied contract, invasion of privacy, and unjust enrichment. Defendant denies Plaintiff’s allegations.

WHEREAS, on January 23, 2026, after a period of informal discovery and mutual exchange of information, the Parties participated in a settlement conference with the Honorable Elizabeth A. Pascal, United States Magistrate Judge for the United States District Court for the District of New Jersey. Throughout the settlement conference, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and carefully considered the risk and

uncertainties of continued litigation and all other factors bearing on the merits of settlement. During the settlement conference, the Parties succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

WHEREAS, the Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

WHEREAS, EMM continues to deny all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite EMM's position that it is not liable for, and has good and meritorious defenses to the claims alleged in the Litigation, EMM, without any admission of liability, agrees to settle the Litigation to avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability, any violation of any law, duty, contract, or statute, or of the truth of any of the claims or allegations in the Litigation.

WHEREAS, the Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

WHEREAS, considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

WHEREAS, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “**Alternative Cash Payment**” means a Settlement Payment of Fifty Dollars and Zero Cents (\$50.00), which a Participating Settlement Class Member may claim in lieu of Unreimbursed Economic Losses (defined herein). A claim for an Alternative Cash Payment **does not preclude** the same Settlement Class Member from also receiving Credit Monitoring Services, provided a valid and timely claim for such services is submitted. The Alternative Cash Payment shall be paid (or caused to be paid) by Defendant.

2. “**Approved Claims**” shall mean complete and timely Claims submitted by Participating Settlement Class Members that have been deemed valid by the Settlement Administrator pursuant to Section III(2), and which shall be paid (or caused to be paid) by Defendant.

3. “**Claim**” shall mean a claim for Settlement Benefits made under the terms of this Settlement Agreement by a Settlement Class Member.

4. “**Claim Form**” shall mean the form that Settlement Class Members may submit to make a Claim for one or more Settlement Benefits under this Settlement Agreement, which is attached as **Exhibit C**.

5. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

6. “**Claims Period**” shall mean the period of time which Settlement Class Members may submit Claim Form(s), which will end ninety (90) days after the Notice Deadline.

7. “**Claims Review Process**” shall mean the process by which the Settlement Administrator reviews and determines whether claims are valid as set forth in Paragraph 51.

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

9. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

10. “**Court**” shall mean the United States District Court for the District of New Jersey.

11. “**Credit Monitoring Services**” means two (2) years of two-bureau credit monitoring including identity theft protection insurance of at least \$1,000,000 to Participating Settlement Class Members under the Settlement.

12. “**Incident**” means the alleged data security incident discovered by EMM on or about February 12, 2024.

13. “**Defendant**” shall mean EMM Loans, LLC.

14. “**Defendant’s Counsel**” shall mean Andrew J. Chase of Constangy, Brooks, Smith & Prophete.

15. “**Effective Date**” shall mean one business day following the latest of: (i) the date upon which the time expires for the filing or noticing any reconsideration or appeal of the Final Approval Order and Judgement, or entry of the Final Approval Order and Judgement if no person or entity has standing to appeal or seek reconsideration; (ii) 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; or (iii) the date of final dismissal of any appeal or reconsideration of the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgement, and the Final Approval Order and Judgement is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorney 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 Judgement.

16. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which Class Counsel seeks approval of the Fee Award and Expenses, as well as Service Award for the Class Representative.

17. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, which shall be paid (or caused to be paid) by Defendant.

18. “**Final**” means that the Final Approval Order has been entered and either (a) the time for appeal has expired without an appeal being filed, or (b) any appeal has been finally resolved such that the Final Approval Order is no longer subject to further appeal or review.

19. “**Final Approval Hearing**” means the hearing before the Court to consider the fairness of the settlement as provided by Fed. R. Civ. P. 23(e)(2) and where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representative.

20. “**Final Approval Order**” shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

- iv. Approves the Release provided below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

21. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

22. “**Litigation**” shall mean the action captioned *Lehrbach v. EMM Loans, LLC*, Case No. 1:25-cv-02040.

23. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

24. “**Lost Time**” means time spent by a Participating Settlement Class Member addressing issues related to the Incident, valued at \$30 per hour for up to three (3) hours (a maximum of \$90). Lost Time does not require third-party documentation; however, the Participating Settlement Class Member must attest under penalty of perjury that the time claimed was actually spent responding to the Incident.

25. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be thirty (30) days after the Preliminary Approval Order is entered.

26. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after the Preliminary Approval Order is entered.

27. “**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 preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, establishment and maintenance of an escrow account, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing settlement benefits to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses and taxes and tax-related expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

28. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

29. “**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.

30. “**Out-of-Pocket Losses**” means unreimbursed, documented monetary costs or expenditures actually incurred by a Participating Settlement Class Member that are fairly traceable to the Incident and not reimbursed by any third party. Out-of-Pocket Losses also include compensation for Lost Time, as defined herein.

31. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

32. “**Parties**” shall mean Plaintiff and Defendant, collectively.

33. “**Personal Identifying Information**” or (“PII”) includes, but is not limited to, names, Social Security numbers, driver’s license or other state identification numbers, and/or passport numbers.

34. “**Plaintiff**” or “**Class Representative**” shall mean the named Class Representative, Linda Lehrbach.

35. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

36. “**Released Claims**” means any and all claims, demands, rights, actions, causes of action, suits, damages, remedies, obligations, liabilities, and claims for relief of every kind or nature whatsoever, whether known or unknown, arising out of or relating to the Incident or the facts alleged in the Litigation.

37. “**Released Parties**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

38. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

39. “**Service Award**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement. The Service Award requested in this matter will be \$5,000 to the Plaintiff, subject to court approval, which shall be paid (or caused to be paid) by Defendant.

40. “**Settlement Administrator**” means, subject to Court approval, Simpluris, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

41. “**Settlement Benefits**” means the settlement relief available to Participating Settlement Class Members with Approved Claims, namely Credit Monitoring Services and either compensation for Unreimbursed Economic Losses *or* Alternative Cash Payment, as provided in Section III.

42. “**Settlement Class**” or “**Class**” means “All individuals residing in the United States whose PII was implicated in the Incident discovered by EMM in February 2024, including all those individuals who received notice of the Incident.” Excluded from the Settlement Class are: (a) Defendant and its officers and directors; (b) all persons who timely and validly request exclusion; (c) any judges assigned to this case and their staff and immediate family members; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity giving rise to the Incident. The estimated number of individuals in the Settlement Class is 2,313.

43. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, current or last known address, and current or last known email address, to the extent available, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within ten (15) days of the entry of the Preliminary Approval Order.

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

45. “**Settlement Payment**” means any payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator with an Approved Claim for Unreimbursed Economic Losses *or* Alternative Cash Payment, which shall be paid (or caused to be paid) by Defendant.

46. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date and be deactivated thereafter. The URL for the Settlement Website shall be mutually agreed by the Parties.

47. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member who does not have a valid email address, which is attached as **Exhibit A**.

48. “**Unreimbursed Economic Losses**” means Out-of-Pocket Losses, including Lost Time, not to exceed \$4,000.00 per Participating Settlement Class Member. A claim for Unreimbursed Economic Losses is in lieu of the Alternative Cash Payment.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

49. **Claims-Made Structure.** The Settlement shall be administered on a claims-made basis. To receive Settlement Benefits, a Settlement Class Member must submit a valid and timely Claim Form to the Settlement Administrator in accordance with the procedures set forth herein. Defendant’s payment obligations are limited to Approved Claims, Court-approved attorneys’ fees and expenses, the Service Award, and Notice and Administrative Expenses, each of which shall be paid separately.

50. **Settlement Benefits.** Participating Settlement Class Members who submit a valid and timely Claim Form may elect to receive the following Settlement Benefits:

A. **Credit Monitoring (Available to All Claimants).** All Participating Settlement Class Members may submit a Claim for two (2) years of two bureau Credit Monitoring Services, regardless of whether they also elect a cash payment option described below. The Settlement Administrator shall send an activation code via email to each Participating Settlement Class Member with an Approved Claim for Credit Monitoring Services. Activation codes shall remain valid for one hundred eighty (180) days from the date sent. If timely activated, Credit Monitoring Services shall be provided for two (2) years from the date of activation. The cost of Credit Monitoring Services shall be paid by Defendant.

B. **Cash Payment Options (Election Required):** In addition to Credit Monitoring Services, Participating Settlement Class Members may elect one (1) of the following cash payment options:

(i) **Unreimbursed Economic Losses:** Participating Settlement Class Members who do not elect the Alternative Cash Payment may claim reimbursement of Unreimbursed Economic Losses incurred as a result of the Incident, as defined in Section II. Unreimbursed Economic Losses consist of Out-of-Pocket Losses, including Lost Time.

a. ***Out-of-Pocket Losses.*** To be eligible for reimbursement of Out-of-Pocket Losses, the claimant must submit reasonable third-party documentation supporting the claim, including: (1) the date of the loss; (2) the amount and nature of the loss; (3) information demonstrating that the loss is fairly traceable to the Incident; and (4) information establishing that the Settlement Class Member is responsible for the loss and attempted to dispute or challenge the charge, purchase, fee, or other expense, where applicable. Acceptable documentation may include receipts, account statements, invoices, or other third-party records. Self-prepared documents (such as handwritten receipts) are insufficient on their own but may be considered to clarify other documentation.

- b. **Lost Time.** Lost Time, as defined above, may be claimed as part of Out-of-Pocket Losses and does not require third-party documentation; however, the claimant must attest under penalty of perjury that the time claimed was actually spent responding to the Incident.

- (ii) **Alternative Cash Payment:** In lieu of submitting a claim for Unreimbursed Economic Losses, a Participating Settlement Class Member may elect to receive a flat Alternative Cash Payment of \$50.00. No documentation is required to receive the Alternative Cash Payment, but a valid and timely Claim Form must be submitted.

51. **Validating Claims.** Within thirty (30) days of the Claims Deadline, for each Claim for Settlement Benefits, the Settlement Administrator shall determine that (1) the claimant is a Participating Settlement Class Member; (2) the Claim Form is timely, *i.e.* it was postmarked (if mailed) or submitted (if filed electronically) on or before the Claims Deadline; (3) the Claim Form is complete and attested to under penalty of perjury; and (4) the Claim Form and documentation (if required) is complete and meets the criteria set forth in Section III(1). The Settlement Administrator shall determine, in its sole discretion, to be reasonably exercised, whether a Claim Form submitted by a claimant is timely and meets the foregoing requirements, but may consult with Class Counsel and Defendant’s Counsel in making individual determinations. The Settlement Administrator shall reject as invalid any Claim that does not satisfy the foregoing requirements. The Settlement Administrator shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. The Settlement Administrator’s determination of the validity or invalidity of any claim shall be binding, subject only to Court review. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a Claim prior to making a determination as to its validity.

- i. **Assessing Claims for Credit Monitoring Services:** A Settlement Class Member shall not be required to submit any documentation or additional information in support of their Claim for Credit Monitoring Services. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to receive an enrollment code for Credit Monitoring Services and provide a valid email address to receive the enrollment code.
- ii. **Assessing Claims for Unreimbursed Economic Losses.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent the Claim Form and supporting documentation reflect valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Incident and meet the criteria set forth in Section III(1)(ii) above, but may consult with both Class Counsel and Defendant’s Counsel in making individual determinations. Unreimbursed Economic Losses shall be deemed “fairly traceable” to the Incident if (i) the alleged misuse occurred on or after February 12, 2024, and (ii) the alleged wrongdoing involved misuse of the Participating Settlement Class Member’s PII potentially disclosed in the Incident, and (iii) the losses could reasonably be a result of the Incident. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their Claim for lost time. However, each Participating

Settlement Class Members must attest under penalty of perjury that the information provided is true and correct, and that the hours claimed were spent dealing with the Incident. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for Unreimbursed Economic Losses, inclusive of lost time, or for any other benefits made available under this Settlement Agreement.

- iii. **Assessing Claims for Alternative Cash Payments.** A Settlement Class Member shall not be required to submit any documentation or additional information in support of their Claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of Unreimbursed Economic Losses benefits made available under Section III(1)(ii) of this Settlement Agreement. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment or for any other benefits made available under this Settlement Agreement.
- iv. **Disputes.** To the extent the Settlement Administrator determines a claim is deficient in whole or part, but the deficiency could be reasonably cured, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member fourteen (14) days to cure the deficiencies. Such deficiency notice shall clearly describe the nature of the deficiency and the steps necessary to cure it. Such notifications shall be sent via email, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member timely attempts to cure the deficiencies, then the Settlement Administrator shall have fourteen (14) days to determine whether the claim is valid in accordance with the above. If Settlement Class Member does not timely attempt to cure the deficiencies or attempts to cure the deficiency but, at the sole discretion and authority of the Settlement Administrator, fails to do so, no further opportunities to cure will be provided and the claimant shall not be entitled to Settlement Benefits. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.
- v. **Invalid Claims.** All Participating Settlement Class Members who fail to submit an Approved Claim for any Settlement Benefits hereunder shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will otherwise be deemed bound by the terms of this Settlement Agreement, including the Release contained in Section VIII, the Final Approval Order, and any other judgment entered thereon. No notice, other than as

provided for in Section III(2), is required to be provided to claimants of the Settlement Administrator's determination of the validity of any Claim.

52. **Distribution of Settlement Benefits.** 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, Unreimbursed Economic Losses, and Alternative Cash Payments, and also provide funding instructions to Defendants. Within forty-five days (45) of receiving this accounting, Defendants or their representative shall transmit funds needed to pay Approved Claims for Credit Monitoring, Unreimbursed Economic Losses, and Alternative Cash Payments pursuant to the funding instructions provided by the Settlement Administrator. The Settlement Administrator shall then disburse Settlement Payments to Settlement Class Members in accordance with their respective Approved Claims.

53. **Settlement Payments.** The Settlement Payments shall be in the form of a check mailed and/or an electronic payment, as selected by the Participating Settlement Class Member in their Claim Form. All Settlement Payments paid by check shall remain valid and negotiable for ninety (90) days from the date of their issuance and shall void if not cashed by the Participating Settlement Class Members within that time.

54. **Returned Checks.** For any Settlement Payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), 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 Payment issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and shall void if not cashed by the Participating Settlement Class Members within that time.

55. **Reissuance of Checks.** To the extent that a Settlement Payment is not cashed within ninety (90) days after the date of issue, the Participating Settlement Class Member may within thirty (30) days from the void date request the Settlement Administrator reissue the check. A Settlement Payment may only be reissued once. Any reissued Settlement Payment shall remain valid and negotiable for sixty (60) days from the date of their issuance and shall be void if not cashed by the Participating Settlement Class Members within that time.

56. **Uncashed Checks.** To the extent that a Settlement Payment is not cashed and is not eligible to be reissued as set forth in Section III(6), the Participating Settlement Class Member shall forfeit the right to receive the Settlement Payment.

57. **Settlement Administration Fees.** The Parties have solicited competitive bids for the Notice and Administrative Expenses, and agree to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Notice and Administrative Expenses shall be paid (or caused to be paid) by Defendant.

58. The Settlement Administrator, on behalf of Defendant, shall serve notice of the Settlement to the extent required by the Class Action Fairness Act, 28 U.S.C. § 1715 within ten (10) days of the date Plaintiff files the Preliminary Approval Motion. The cost of serving CAFA notice shall be treated as Notice and Administrative Expenses.

59. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of settlement benefits; (iii) the formulation, design or terms of the disbursement of settlement benefits; (iv) the determination, administration, calculation or payment of any claims asserted; (v) the payment or withholding of any Taxes and Tax-Related Expenses.

IV. ADDITIONAL SECURITY MEASURES

60. **Additional Security Measures.** Defendant will provide Class Counsel—and, if requested, the Court for *in camera* review—a confidential declaration or affidavit generally describing the information security improvements made since the Incident, estimating their cost, and attesting that these and future security measures support Plaintiff's representation to the Court that reasonable diligence was exercised in agreeing to the settlement.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

61. **Notice.** Within ten (15) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be provided by Postcard Notice. The process for issuing Notice as described in this Paragraph, along with the creation and maintenance of the Settlement Website, shall collectively constitute the "Notice Plan."

- i. **Postcard Notice.** In instances where Defendant does not have a valid email address for a Settlement Class Member, Notice shall be provided by way of mailed postcards *via* the U.S. Postal Service. Before mailing, the Settlement Administrator will update the addresses in the Settlement Class List with the National Change of Address database. It shall be conclusively presumed that the intended recipients received the Notice if the mailed postcard is not returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing. A copy of the proposed Postcard Notice is attached hereto as **Exhibit A**.
- ii. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates Notice via the above methods, the Settlement Administrator shall establish the Settlement Website. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the filed motion for preliminary approval, the filed motion for final approval; the filed motion for approval of any Service Award Payments; the filed Fee and Expense

Application attorneys' fees and expenses; the filed Preliminary Approval Order; and a downloadable and online version of the Claim Form (attached hereto as **Exhibit C**) and a Long Form Notice (attached hereto as **Exhibit B**). The Long Form and Short Form Notices shall be posted on the Settlement Website no later than 10 days after Preliminary Approval and before dissemination of Notice.

62. **Final Approval Hearing.** 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.

63. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address and email, personal signature, and the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. 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. So called "mass" or "class" opt-outs shall not be allowed.

- i. An opt-out request that does not (1) include all of the information in Section V(3); or (2) that is sent to a mailing address other than that designated by the Settlement Administrator; or (3) that is not timely postmarked, shall be invalid, and the Settlement Class Member serving such request shall be deemed a Participating Settlement Class Member and shall be bound by this Settlement, if approved.
- ii. Within ten (10) days following the Opt-Out Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel a list of Settlement Class Members who submitted a valid opt-out.
- iii. All Settlement Class Members who submit a valid and timely opt-out request shall not receive any Settlement Benefits of and/or be bound by the terms of this Settlement.
- iv. All Settlement Class Members who do not submit a valid and timely opt-out request in the manner set forth above shall be treated as a Participating Settlement Class Member and deemed bound by the terms of this Settlement, including the Release contained in Section VIII, the Final Approval Order, and any other judgment entered thereon, regardless of whether the Settlement Class Member submits a Claim or receives any Settlement Benefit.

- v. If a Settlement Class Member submits both a Claim and an opt-out request, the Settlement Administrator will advise such person via email, unless there is no email address for the Settlement Class Member, in which case the notification shall be via mail, and request that the Settlement Class Member withdraw either the Claim or the opt-out request. If no clarification is received, the Settlement Administrator shall treat the submission as a request for exclusion and reject any claim.
- vi. The Parties and their respective counsel agree that they will make no effort to suggest, solicit, facilitate, or otherwise encourage Settlement Class Members to opt-out of the Settlement.

64. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the Fee and Expense Application by submitting a written objection to the Court no later than the Objection Deadline. A 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 of the specific grounds for the objection, including any legal or factual basis for the objection; (iv) copies of any documents or evidence the objector wishes the Court to consider; (v) the identity of any attorney representing the objector, if any; (vi) a statement regarding whether the Settlement Class Member or his or her attorney intends to appear at the Final Approval Hearing; (vii) a list of any objections to class action settlements submitted by the Settlement Class Member in the previous five (5) years, if any; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

- a. **Filing and Service Requirements.** To be valid, a written objection must be filed with the Clerk of Court for the United States District Court for the District of New Jersey no later than the Objection Deadline and served concurrently upon Class Counsel and Defendant's Counsel at the addresses listed on the signature page of this Settlement Agreement.
- b. **Effect of Failure to Object Properly.** Any Settlement Class Member who fails to comply with the requirements of this Section shall be deemed to have waived any objection and shall be barred from raising any objection to the Settlement or the Fee and Expense Application. Settlement Class Members who do not submit a timely and valid objection shall be bound by the terms of this Settlement Agreement, including the Release contained in Section VIII, the Final Approval Order, and any judgment entered thereon, regardless of whether they submit a Claim or receive any Settlement Benefits. The exclusive means for any challenge to the Settlement Agreement shall be through the objection procedures set forth in this Section and, if applicable, through appeal under the Federal Rules of Appellate Procedure. No collateral attack on the Settlement shall be permitted.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

65. **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 both the

Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

66. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

67. **Final Approval.** Fourteen (14) days before Final Approval Hearing Date, Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement 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 any requested revisions from Defendant are addressed.

68. **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 this Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan 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.

VII. MODIFICATION AND TERMINATION

69. **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.

70. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final

Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

71. **Effect of Termination.** In the event of a termination, 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. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

VIII. RELEASES

72. **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.

73. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Litigation and that any of the Releasers 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 of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date of this Settlement Agreement, Releasers shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principles of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Representative and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement. The Releasers acknowledge that they may discover facts in addition

to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

74. All Participating Settlement Class Members, whether or not they submit a timely and valid claim and/or receive any Settlement Benefits, will in all respects be subject to, and bound by, the provisions of this Settlement Agreement, the Release contained in this Section, the Final Approval Order, and any other judgment entered thereon.

IX. SERVICE AWARD PAYMENTS

75. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for Service Award payments for the Settlement Class Representative in recognition for her contributions to this Action not to exceed \$5,000 for the Plaintiff. Defendant agrees not to oppose the request provided that it does not exceed \$5,000. Defendant shall pay the Court-approved service award to an account established by Settlement Class Counsel no later than seven (7) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of a service award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service award. This amount was negotiated after the primary terms of the settlement were negotiated.

76. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Award 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 Award shall constitute grounds for termination of this Agreement.

X. ATTORNEYS' FEES, COSTS, EXPENSES

77. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees and costs which shall be paid (or caused to be paid) by Defendant not to exceed \$125,000.00. Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within seven (7) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved attorneys' fees and Litigation Costs and Expenses shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or

liability whatsoever with respect to any distribution or allocation of attorneys' fees or Litigation Costs and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

78. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award 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 Expenses shall constitute grounds for termination of this Agreement.

79. **Limitation.** Any Fee Award and Expenses awarded by the Court shall be the sole payment of any attorneys' costs, fees and expenses of the Class Representative and Settlement Class Members and their attorneys. Defendant shall have no obligation for the payment of any other attorneys' costs, Fees, and expenses.

XI. NO ADMISSION OF LIABILITY

80. **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. The Releasors expressly acknowledge and agree that Defendant has entered into this Agreement solely for convenience and the avoidance of litigation and that its decision to do so is not and shall not ever be asserted or construed as an admission of liability or wrongdoing of any kind, or that any of the allegations or claims asserted in the Litigation or released within the Released Claims have any factual or legal merit of any kind, all of which Defendant expressly denies.

81. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document 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 Plaintiff; 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 Litigation or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Parties, however, may file the Agreement and/or the Final Approval Order in any action in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar claim or defense.

XII. MISCELLANEOUS

82. **Incorporation of Recitals.** The Recitals are incorporated into the Settlement Agreement as if fully set forth herein. The Parties acknowledge that such recitals are true and correct.

83. **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.

84. **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 and where such changes are non-material, 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.

85. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, 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.

86. **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.

87. **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.

88. **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 in good faith prior to seeking Court intervention.

89. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, except as otherwise governed by federal law without regard to the principles thereof regarding choice of law.

90. **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 through e-mail, Adobe PDF, or DocuSign shall be deemed an original.

91. **Notices.** All notices to Class Counsel provided for herein, shall be sent by FedEx, UPS or certified USPS mail and email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
T: (872) 263-1100

cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by FedEx, UPS or certified USPS mail and email to:

Andrew J. Chase
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
45 MAIN STREET
SUITE 206
BROOKLYN, NY 11201

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

92. **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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

93. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

94. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

95. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/

Plaintiff Linda Lehrbach

/s/

Defendant EMM Loans, LLC

Dated: March 22, 2026

Dated: March 22, 2026

/s/

Andrew Chase
**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**
45 Main Street
Suite 206
Brooklyn, NY 11201
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achase@constangy.com

Counsel for Defendant

/s/

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cmiller@straussborrelli.com

*Counsel for Plaintiff and Proposed Settlement
Class*

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>		<u>Section Reference</u>
EMM provides list of Settlement Class Members to the Settlement Administrator	15 days after Preliminary Approval	V(1)
Settlement Administrator on behalf of EMM to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion	III(9)
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live	V(1)(iii)
Notice Deadline	30 days after Preliminary Approval Order entered.	V(1)
<u>Class Counsel's Fee and Expense Application</u>	14 days before Objection and Opt-Out Deadlines	IX(1), X(1)
Objection Deadline	60 days after Notice Deadline	V(4)
Opt-Out Deadline	60 days after Notice Deadline	V(3)
Claims Deadline	90 days after Notice Deadline	II(5)
Settlement Administrator Provide List of Opt-Outs to Counsel for the Parties	70 days after Notice Deadline	V(3)(ii)
Initially Approved Claims List	30 days after Claims Deadline	III(2)
Initially Rejected Claims List	30 days after Claims Deadline	III(2)
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)	VI(3)
Motion for Final Approval	14 days before Final Approval Hearing Date	VI(3)

Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date	VI(3)
Payment of Attorneys' Fees and Expenses, and Class Representative Service Award	7 days after Effective Date	IX(1), X(1)
Settlement Website Deactivation	90 days after Effective Date	II(43)