

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, effective as of the date of the last signature below, is made and entered into by and among Plaintiffs Kimberly Bohannon and Mark Aussieker (“Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant William L. Lyon & Associates, Inc. doing business as Lyon Real Estate (“Defendant” or “Lyon”). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### **RECITALS**

**WHEREAS**, between around April 18, 2023 and May 4, 2023, Lyon experienced a cybersecurity attack that affected its computer systems (the “Data Security Incident”).

**WHEREAS**, Lyon’s investigation determined that during this Data Security Incident an unauthorized actor had access to certain files that included names, dates of birth, driver’s license numbers, Social Security numbers, tax identification numbers, medical information, health insurance information, and/or credit card information of certain individuals (collectively, the “Personally Identifying Information”).

**WHEREAS**, Lyon began mailing notification letters about the Data Security Incident to potentially impacted individuals on or around September 6, 2023.

**WHEREAS**, on September 26, 2023, a putative class action related to the Data Security Incident was filed in the Superior Court of California (*Kimberly A. Bohannon v. Lyon Real Estate* (Case No: 23CV009153)) (the “Action”).

**WHEREAS**, on February 16, 2024, Plaintiffs filed a first amended class action complaint related to the Data Security Incident, in which Mark Aussieker was added as an additional named Plaintiff in the Action.

**WHEREAS**, on April 12, 2024, the Court denied Defendant’s motion to compel arbitration of the claims asserted by Plaintiff Bohannon and denied in part and granted in part Defendant’s demurrer with respect to both Plaintiffs’ claims.

**WHEREAS**, the parties seeking the efficient resolution of this matter agreed to participate in a mediation session under the supervision of the Hon. David E. Jones (ret.) of Resolute Systems.

**WHEREAS**, in preparation for the scheduled mediation, the Parties exchanged certain information and documents. The Parties also prepared for mediation by laying out their respective positions on the litigation, including with respect to the merits, class certification and settlement, to each other and to the mediator.

**WHEREAS**, in the weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations.

**WHEREAS**, on January 29, 2025, the Parties engaged in a mediation session before Hon. David E. Jones, (ret.) of Resolute Systems. The mediation assisted the Parties in resolving their outstanding differences, and the Parties reached an agreement in principle to resolve the case on a class wide basis.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of Plaintiffs and the members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, Plaintiffs' Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Lyon's potential defenses, including conducting an independent investigation and confirmatory discovery, participating in mediation, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Lyon may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

**WHEREAS**, Lyon has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Lyon specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Lyon of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Action” means the case captioned Kimberly A. Bohannon v. Lyon Real Estate (Case No: 23CV009153), pending in the Sacramento Superior Court.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “California Statutory Cash Payment” means the payment to which Class Members who are currently residents of California (and/or who resided in California at any point between April 18, 2023 and the claim filing deadline) will be entitled to receive pursuant to the Settlement.
- 1.7 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.8 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form may be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement

Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

- 1.9     “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting preliminary approval.
- 1.10    “Class Counsel” means Gregory Haroutunian and Brandon P. Jack of Clayeo C. Arnold, A Professional Corporation as Settlement Class Counsel (“Class Counsel” or “Settlement Class Counsel”).
- 1.11    “Class Member” means a member of the Settlement Class.
- 1.12    “Class Representatives” and “Plaintiffs” means Kimberly A. Bohannon and Mark Aussieker.
- 1.13    “Court” means the Superior Court for the State of California, Sacramento County.
- 1.14    “Data Security Incident” refers to the unauthorized access to Personally Identifying Information that is the subject of the Action and that occurred on Lyon’s computer network between around April 18, 2023, and May 4, 2023.
- 1.15    “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to the Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident.
- 1.16    “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.17    “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.18    “Lyon’s Counsel” or references to counsel for Lyon means the law firm Wilson Elser Moskowitz Edelman & Dicker LLP.
- 1.19    “Lyon” or “Defendant” means William L. Lyon & Associates, Inc. doing business as Lyon Real Estate and their current and former affiliates, parents, subsidiaries, and successors.

1.20 “ITFM” means the Identity Theft and Fraud Monitoring being made available to all Class Members that submit a valid claim selecting coverage.

1.21 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

1.22 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.

1.23 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Civil Procedure Code and whether to issue the Final Approval Order and Judgment.

1.24 “Judgment” means a judgment rendered by the Court.

1.25 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.

1.26 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys’ Fees and Costs, and (iv) applicable Taxes, if any.

1.27 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

1.28 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.

1.29 “Notice of Data Security Incident” means the notice letters that Lyon caused to be mailed to those individuals whose Personally Identifying Information may have been accessed during the Data Security Incident at their last known address on or around September 6, 2023.

1.30 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

1.31 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.

1.32 “Opt-Out Period” means the period in which a Class Member may submit a request to exclude him or herself from the Settlement (“Request for Exclusion”), pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.33 “Parties” means the Plaintiffs and Defendant.

1.34 “Personally Identifying Information” means information that may have been accessed without authorization in the Data Security Incident, including names, dates of birth, driver’s license numbers, Social Security numbers, tax identification numbers, medical information, health insurance information, and/or credit card information of certain individuals (collectively, the “Personally Identifying Information”).

1.35 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.

1.36 “Reminder Notice” means a subsequent Notice sent to all Settlement Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e. U.S. Mail). A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

1.37 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.

1.38 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive

damage, attorneys' fees, costs, and expenses, action or cause of action, of every kind or description—suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of any members of the Settlement Class in the Action reasonably related to or arising from the Data Security Incident.

1.39 “Released Parties” means (1) the Defendant; (2) each of its respective parents, subsidiaries, affiliates, sibling entities, administrators, successors, reorganized successors, insurers, and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of Lyon listed in categories (1) and (2) in this paragraph; and (4) current and former Lyon customers, including the customer entities who used Lyon, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Security Incident. Each of the Released Parties may be referred to individually as a “Released Party.” Notwithstanding the foregoing, the Released Parties shall not include PaperCut Software Pty Ltd., Inland Business Systems, and any of their respective parents, subsidiaries, affiliates, or successors.

1.40 “Residual Cash Payment” means the payment to be distributed to Class Members who submit a Claim after the Settlement Fund has been used to pay for (1) Documented Out of Pocket Losses, (2) California Statutory Cash Payment, and (3) ITFM.

1.41 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth below.

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

1.43 “Settlement Administrator” means Simpluris, Inc. the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Lyon may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.44 “Settlement Benefit(s)” means any Settlement Payment, the Identity Theft and Fraud Monitoring Services, the Documented Loss Payments, the California Statutory Payments, the Residual Cash Payments, the Business Practice Commitments set forth in Section 2 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-

monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.

- 1.45 “Settlement Class” and “Class” means all 7,287 individuals whose Personally Identifying Information may have been compromised in the Data Security Incident or to whom Lyon issued a Notice of Data Security Incident. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Lyon and its subsidiaries, parent companies, successors, predecessors, and any entity in which Lyon, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 1.46 “Settlement Fund” means the sum of \$637,500 to be paid by Lyon, as specified in Section 3.1 of this Agreement.
- 1.47 “Settlement Payment” means any payment to be made to any Class Member for pursuant to Section 3.3 herein.
- 1.48 “Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- 1.49 “Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.
- 1.50 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid

by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

## **2. BUSINESS PRACTICE COMMITMENTS**

- 2.1 In consideration for the Settlement and Releases provided herein, Lyon has implemented or maintained the following measures to secure personal information within its servers:
  - 2.1.1 Applied the principle of data minimization to limit the amount of personal information collected and retained to the minimum amount necessary for Lyon’s business;
  - 2.1.2 Implemented patches to the third-party software that contributed to the Data Security Incident;
  - 2.1.3 Implemented multiple endpoint detection and response systems;
  - 2.1.4 Implemented cloud virtualization of Lyon’s file servers;
  - 2.1.5 Moved all other data storage to offline storage.
  - 2.1.6 Conducting security awareness training and education to inform its employees about cybersecurity threats.

## **3 SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS**

3.1 Lyon will pay, or cause to be paid, \$637,500 to the Settlement Administrator on a non-reversionary basis to settle the case (the “Settlement Fund”). The Settlement Fund will be the complete, total, and final extent of the Lyon Released Parties’ liability in connection with the settlement of the Action, with the sole exception of the expense(s) associated with the Business Practice Commitments to which Lyon has committed, set forth in Section 2, which are separate and apart from the Settlement Fund. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Lyon. The Settlement Fund will be applied to payment of Class Member claims for Documented Loss, California Statutory Cash Payments, ITFM, Administrative Expenses, the Fee Award and Costs, Service Awards, Taxes (if any), and all other costs associated with the Settlement except as stated otherwise herein. Lyon shall make, or cause to be made, the payment of \$637,500 into an escrow account controlled by the Settlement Administrator (as defined below) (“Settlement Escrow Account”) within thirty (30) days following preliminary approval. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Escrow Account, shall be returned to Lyon, within ten (10) days after such denial of final approval.

3.2 The Settlement Fund is to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards.

(a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

(b) The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and

other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.3 Settlement Payments. All Class Members who submit a claim will be eligible to submit a claim for:

(a) Documented Loss Payment. Class Members may submit a claim for Documented Loss, cumulatively up to \$10,000 per individual. These losses must be accompanied by Reasonable Documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as:

- (i) Long distance telephone charges.
- (ii) Cell phone minutes (if charged by the minute).
- (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).
- (iv) Costs of credit reports purchased between April 18, 2023 and the claims deadline.
- (v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between April 18, 2023 and the claims deadline, provided claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes.
- (vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.
- (vii) Other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

(viii) Compensation for lost time spent dealing with the security incident at \$25/hour, up to 10 hours maximum per settlement class member, who must provide a sworn check-box attestation that time claimed was spent dealing with the aftermath of the Data Security Incident. The sworn attestation shall satisfy the documentation requirement for this type of loss.

(b) California Statutory Cash Payment. Class Members who are residents of California (and/or who resided in California at any point between April 18, 2023 and the claim filing deadline) will be entitled to an additional cash payment (“California Statutory Cash Payment”) in the amount of \$250, which may be adjusted on a *pro rata* basis should the total amount of claims exceed the Settlement Fund. To qualify for the California Statutory Cash Payment, Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

(c) Residual Cash Payment. After the Net Settlement Fund has been used to cover: (i) Documented Loss Payments; (ii) California Statutory Cash Payments; and (iii) Identity Theft and Fraud Monitoring, the remainder shall be distributed as cash payments to the Class Members who submitted a claim for either Documented Loss Payments, California Statutory Cash Payments, or ITFM, with the cash payment allocated equally on a *pro rata* basis for each such Class Member (the “Residual Cash Payment”).

3.4 Identity Theft and Fraud Monitoring (“ITFM”). All Class Members who submit a claim for a monetary payment pursuant to section 3.3 will also automatically receive a code to enroll, at their option, in an identity theft and fraud monitoring program covering the three major credit monitoring bureaus (i.e., Experian, Equifax, TransUnion), lasting five years, and offering up to \$1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. The cost of the Identity Theft and Fraud Monitoring will be paid from the Settlement Fund. Class Members will not need to supply any documentary proof to select this option.

3.5 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

3.6 Deadline to File Claims. Claim Forms must be postmarked or received electronically within ninety (90) days after the Notice Date.

3.7 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement

Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

3.8 Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

3.9 Plan of Allocation. It is the intention of the parties to distribute to Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses (including Taxes, if any), (ii) the Fee Award and Costs, (iii) the Service Awards; (iv) approved claims for Documented Loss, (v) the costs of providing Identity Theft and Fraud Monitoring; (v) approved claims for the California Statutory Cash Payment; and (vi) the Residual Cash Payment.

3.10 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment, Residual Cash Payment, or California Statutory Cash Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check.

3.11 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the Class Members, the remainder will be used to increase the years for ITFM coverage for Class Members who enrolled in the ITFM. The distribution of this remainder shall continue until it is no longer practical to increase the number of years of ITFM, whereupon the remainder, if any, shall be distributed to the Electronic Privacy Information Center or another *cy pres* recipient mutually agreed upon by the Parties and approved by the Court.

3.12 Returned Payments. For any Settlement Payment 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 one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

3.13 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Lyon after the Effective Date.

3.14 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Lyon and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

3.15 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Lyon and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Lyon and/or its insurers.

3.16 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Lyon with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

3.17 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

3.18 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or Class Member shall be solely responsible for the federal, state, and local tax consequences to him,

her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

### 3.19 Limitation of Liability

- (a) Lyon and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and Lyon and Lyon's Counsel, harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

## 4. RELEASE

- 4.1 Upon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Settlement Benefits described herein, the Class

Representatives and all Class Members identified in the Settlement Class List in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, against each of the Released Parties, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the operative complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any other unidentified third-party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

## **5. REQUIRED EVENTS AND COOPERATION BY PARTIES**

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Lyon stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and 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. Lyon reserves the right to contest

class certification for all other purposes. Plaintiffs and Lyon further stipulate to designate the Plaintiffs as the representatives for the Settlement Class.

5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

## 6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by postcard with a tear-off claim form, to the same list of approximately 7,287 individuals that were mailed notice of the Data Security Incident. A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

6.4 Settlement Class List. Within ten (10) days after the issuance of the Preliminary Approval Order, Lyon will provide to the Settlement Administrator a list of the names and contact information of the 7,287 Class Members that it has in its possession, custody, or control, and which have had confirmed deceased individuals removed. Everyone on the Settlement Class List will be provided with a unique identifier that they will be asked for when they submit claims.

6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Lyon's Counsel, and will ensure that any information provided

to it by Class Members, Class Counsel, Lyon, or Lyon's Counsel, will be secure and used solely for the purpose of effecting this Settlement.

- 6.6 **Fraud Prevention.** The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the claimant is a Settlement Class Member and the claim is valid. Anyone who has a good faith belief that they are Class Member but did not receive the Summary Notice from the Class Member will have a reasonable opportunity to provide proof that they are a Class Member.
- 6.7 **Settlement Website.** Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.
- 6.8 **Opt Out/Request for Exclusion.** The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name "*Bohannon v. Lyon Real Estate*"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Bohannon v. Lyon Real Estate*.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests

for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt outs.

6.9 **Objections.** The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object in writing to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. All written objections and supporting papers must clearly (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; and (e) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All written objections must be submitted to the Settlement Administrator. All written objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections.

## 7. SETTLEMENT ADMINISTRATION

### 7.1 Submission of Claims.

(a) **Submission of Electronic and Hard Copy Claims.** Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted 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 shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(b) **Review of Claim Forms.** The Settlement Administrator shall review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment. Such review shall include without limitation whether the Class Members submitted sufficient Reasonable Documentation in the case

of claims for Documented Loss or sufficient proof of residency for California Statutory Cash Payments.

7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Lyon's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Lyon's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:
  - (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Lyon's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Lyon's Counsel;
  - (ii) Provide weekly reports to Class Counsel and Lyon's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Lyon's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
  - (iii) Make available for inspection by Class Counsel and Lyon's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

- (iv) Cooperate with any audit by Class Counsel or Lyon's Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 **Requests For Additional Information:** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## **8. SERVICE AWARDS**

- 8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$5,000 (five thousand Dollars) per Class Representative (\$10,000 total). Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days before the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, at the same time as the distribution of funds to Class Members, as provided for in section 3.8, *supra*.
- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts 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 cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **9. ATTORNEYS' FEES, COSTS, AND EXPENSES**

- 9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to 35% (thirty-five percent) of the Settlement Fund (i.e., \$223,125), and, additionally, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), not to exceed \$30,000, no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, at the same time as the distribution of funds to Class Members, as provided for in section 3.9, *supra*.

- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.
- 9.4 Lyon reserves the right to challenge or object to Plaintiffs' requested Fee Award and Costs.

## **10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
  - (a) Lyon and Class Counsel execute this Agreement;
  - (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
  - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order.
  - (d) The Court enters the Final Approval Order; and
  - (e) The Final Approval Order has become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.
- 10.2 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party, in its sole discretion, to be exercised within fourteen (14) days after such modification, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.
- 10.3 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall

proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

- 10.4 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.5 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

## **11. NO ADMISSION OF WRONGDOING OR LIABILITY**

- 11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:
  - (a) shall not be offered or received against Lyon as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Lyon with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Lyon;
  - (b) shall not be offered or received against Lyon as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Lyon;
  - (c) shall not be offered or received against Lyon as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Lyon, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

- (d) shall not be construed against Lyon as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Lyon have any merit.

## 12. REPRESENTATIONS

- 12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## 13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

**CLAYEO C. ARNOLD  
A PROFESSIONAL CORPORATION**  
Gregory Haroutunian  
865 Howe Avenue  
Sacramento, CA 95825  
gharoutunian@justice4you.com

*Plaintiffs' Counsel*

- 13.2 All notices to Lyon or Lyon's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Saima Aslam, Esq.  
**WILSON ELSER, MOSKOWITZ,  
EDELMAN & DICKER, LLP**  
655 Montgomery Street, Suite 900  
San Francisco, California 94111

Brian H. Myers, Esq.  
Anjali Das, Esq.  
**WILSON ELSER, MOSKOWITZ,**

**EDELMAN & DICKER, LLP**  
55 West Monroe Street, Suite 3800  
Chicago, Illinois 60603

*Counsel for Defendant*

13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

Lyon Data Security Incident Litigation  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA 92799

13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 Representation by Counsel. The Class Representatives and Lyon represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that

uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

- 14.6 **Modification or Amendment.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.7 **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 **Survival.** The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 **Governing Law.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 **Resolution of Disputes.** The Parties agree to submit any disputes related to the Settlement Agreement to Hon. David E. Jones (ret.) of Resolute Systems in the first instance.
- 14.13 **Interpretation.**
  - (a) Definitions apply to the singular and plural forms of each term defined.
  - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
  - (c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 14.14 **Fair and Reasonable.** The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties,

and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

- 14.15 **Retention of Jurisdiction.** The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 14.16 **Headings.** Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.17 **Exhibits.** The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.18 **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.19 **Facsimile and Electronic Mail.** Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 14.20 **No Assignment.** Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.21 **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. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.22 **Dollar Amounts.** All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: _____  For Defendant Lyon Real Estate  _____ Brian H. Myers WILSON ELSER, MOSKOWITZ, EDELMAN & DICKER LLP	Dated: <u>5/16/2025</u> _____  For Plaintiffs and Settling Class Members   _____ Gregory Haroutunian CLAYEO C. ARNOLD, APC
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William L. Lyon & Associates, Inc. d/b/a Lyon Real Estate

Dated: \_\_\_\_\_

[NAME]

Class Representatives:

Dated: \_\_\_\_\_

Kimberly A. Bohannon

Dated: \_\_\_\_\_

Mark Aussieker

# **EXHIBIT A**

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

*Bohannon v. Lyon Real Estate*  
Case No. 23CV009153 (Cal. Super. Ct.)

**LYON REAL ESTATE  
DATA SECURITY INCIDENT CLAIM FORM**

**EPG-  
CLAIM**

**USE THIS FORM TO MAKE A CLAIM FOR IDENTITY THEFT AND FRAUD MONITORING AND  
FOR A DOCUMENTED LOSS PAYMENT (INCLUDING A CALIFORNIA STATUTORY CASH  
PAYMENT)**

*Para una notificación en Español, llamar **1-888-888-8888** o visitar nuestro sitio web  
**\*\*\*.XXXXXX.com.***

**I. GENERAL INSTRUCTIONS**

If you are an individual who was notified that you are a Class Member of a Settlement that was reached as a result of a Data Security Incident that occurred when an unauthorized actor had access to files on the Lyon Real Estate (“Lyon”) computer systems (the “Data Security Incident”), you are a Class Member.

As a Class Member, you are eligible to make a claim for up to a \$10,000 cash payment for reimbursement of Documented Losses that are more likely than not a result of the Lyon Data Security Incident (“Documented Loss Payment”).

In addition, Class Members who are residents of California (and/or who resided in California on April 18, 2023) are eligible to make a claim for a California Statutory Cash Payment of \$250, which may be adjusted downward on a *pro rata* basis should the total amount of claims exceed the Settlement Fund.

All Class Members are also eligible to receive Identity Theft and Fraud Monitoring (“ITFM”). The ITFM will include the following services, among others: (i) up to \$1,000,000 of identity theft insurance coverage; (ii) five years of three-bureau credit monitoring providing, among other things, notice of changes to the Class Member’s credit profile; and (iii) access to a dedicated fraud/identity theft rehabilitation specialist. All Settlement Class Members who submit a claim for monetary payment will also be eligible to receive ITFM and will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement – that can be used to enroll in the service.

After the Settlement Fund has been used to pay (i) Documented Loss Payments; (ii) California Statutory Cash Payments; and (iii) ITFM, the remainder shall be distributed on a *pro rata* basis to each Class Member who submitted a claim for (i) Documented Loss Payment; (ii) California Statutory Cash Payment; and/or (iii) ITFM (“Residual Cash Payment”)

Cash Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at [www.XXXX.com](http://www.XXXX.com).

**Please complete this Claim Form on behalf of the individual who received a notification from Lyon.**

This Claim Form may be submitted online at [www.XXXX.com](http://www.XXXX.com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*Lyon Data Security Incident Litigation  
c/o Settlement Administrator  
P.O. Box 25226, Santa Ana, CA 92799*

**II. CLAIMANT INFORMATION**

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of Identity Theft and Fraud Monitoring,

Documented Loss Payments, and California Statutory Cash Payments, you must notify the Settlement Administrator in writing at the address above.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

### III. IDENTITY THEFT AND FRAUD MONITORING

All Class Members are eligible to receive ITFM.

Please check this box if you wish to receive ITFM, make sure to provide your email address in the space provided above and return this Claim Form. Submitting this Claim Form will not automatically enroll you into ITFM. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date"). You do not need to submit any additional documents to receive ITFM so long as you provide your Notice ID Number that was provided on your mailed Notice.

### IV. REIMBURSEMENT FOR DOCUMENTED LOSSES

Please check this box if you are electing to seek reimbursement for up to \$10,000 of Documented Losses you incurred that are more likely than not a result of the Lyon Data Security Incident. Documented Losses include unreimbursed losses and consequential expenses that more likely than not resulted from the Lyon Data Security Incident and were incurred on or after April 18, 2023.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the Lyon Data Security Incident by the Settlement Administrator based on the documentation you provide and the facts of the Lyon Data Security Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Cell phone minutes	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Telephone bill showing charges for minute usage</i>

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
<input type="radio"/> Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident)	____ / ____ / ____ (mm/dd/yy)	\$ _____.____	<i>Examples: Invoice or internet usage receipt</i>
<input type="radio"/> Credit freeze	____ / ____ / ____ (mm/dd/yy)	\$ _____.____	<i>Examples: Notices or account statements reflecting payment for a credit freeze</i>
Credit monitoring that was ordered after April 18, 2023 through the date on which the ITFM Services become available through this Settlement	____ / ____ / ____ (mm/dd/yy)	\$ _____.____	<i>Examples: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i>
<input type="radio"/> Long- distance telephone charges	____ / ____ / ____ (mm/dd/yy)	\$ _____.____	<i>Examples: Phone bills showing billed amounts</i>
<input type="radio"/> Costs of credit reports purchased after April 18, 2023	____ / ____ / ____ (mm/dd/yy)	\$ _____.____	<i>Example: Receipts or account statements showing charges for credit reports</i>

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
Hours of lost time dealing with the security incident at \$25/hour, up to 10 hours maximum per settlement class member	<input style="width: 100px; height: 100px; border: 1px solid black; margin-right: 10px;" type="text"/> / <input style="width: 100px; height: 100px; border: 1px solid black; margin-right: 10px;" type="text"/> / <input style="width: 100px; height: 100px; border: 1px solid black; margin-right: 10px;" type="text"/> (mm/dd/yy)	Hours spent: _____ \$ <input style="width: 100px; height: 100px; border: 1px solid black; margin-right: 10px;" type="text"/> . <input style="width: 100px; height: 100px; border: 1px solid black; margin-right: 10px;" type="text"/>	<input type="checkbox"/> By checking this box, I affirm that time claimed was spent dealing with the aftermath of the Data Security Incident.

**If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, you will be notified by the Settlement Administrator and have thirty (30) days to cure the deficiency and resubmit your Claim.**

#### **REQUIRED DOCUMENTED LOSS PAYMENT ATTESTATION**

I, \_\_\_\_\_, declare that I suffered the Documented Losses claimed above.  
 [Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance or my financial institution.

I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, in  
 \_\_\_\_\_, \_\_\_\_\_.  
 [City] [State]

\_\_\_\_\_ [Signature]

#### **V. CALIFORNIA STATUTORY PAYMENT**

**If you are a California Resident and/or resided in California on April 18, 2023** and wish to receive a California Statutory Cash Payment in addition to any other claimed benefits, you must check off the box for this section, sign the attestation at the end of this Claim Form (section VIII), and return this Claim Form. If you are not a resident of California (or were not a resident of California between April 18, 2023 and **XXXX**), then you are not eligible for the additional California Statutory Payment.

## REQUIRED CALIFORNIA STATUTORY CASH PAYMENT ATTESTATION

I, \_\_\_\_\_, declare that I am a resident of the State of California and/or resided in California on  
[Name]  
April 18, 2023.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed  
on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
[Date] [City] [State]

\_\_\_\_\_  
[Signature]

### VI. PAYMENT SELECTION

Please select one of the following payment options:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:  
Mobile Number: \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section II above.

### VIII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

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

Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

# **EXHIBIT B**

**Court Approved Legal Notice**  
***Bohannon v. Lyon Real Estate***  
Case No. 23CV009153  
Superior Court of California  
County of Sacramento

**As a Result of the LYON REAL ESTATE  
DATA SECURITY INCIDENT, You Can Get  
Expanded Identity Theft and Fraud  
Monitoring to Protect Your Information,  
Plus a Cash Payment.**

*This is not a solicitation from a lawyer.*

For more information about the  
Settlement and how to file a Claim Form  
visit or call:

\*\*\*.XXXXXXX.com  
1-888-888-8888

Para una notificación en Español, llamar  
1-888-888-8888 o visitar nuestro sitio web  
\*\*\*.XXXXXXX.com.

Lyon Security Incident Litigation  
c/o Settlement Administrator  
P.O. Box 25226, Santa Ana, CA 92799

**«ScanString»**

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed Settlement arising out of a security incident has been reached with Lyon Real Estate ("Lyon"). Between April 18, 2023, and May 4, 2023, Lyon experienced a cybersecurity incident that affected its computer systems (the "Data Security Incident"). Lyon's investigation determined that during this incident, an unauthorized actor had access to certain files that included names, dates of birth, driver's license numbers, Social Security numbers, tax identification numbers, medical information, health insurance information, and/or credit card information of certain individuals (collectively, "Personally Identifying Information" or "PII").

**Who is Included?** The Court decided that Class Members means all individuals whose PII may have been compromised in the Data Security Incident or to whom Lyon issued a Notice of the Data Security Incident on or around September 6, 2023.

**What does the Settlement Provide?** The Settlement establishes a \$637,500 Settlement Fund to be used to pay for reimbursement of Documented Losses, Identity Theft and Fraud Monitoring, and California Statutory Cash Payments to valid Claimants; costs of Notice and Administration; Service Awards to the Class Representatives; and Fee Award and Costs. Also, Lyon has agreed to implement certain enhanced data security measures. All Claimants are eligible to receive five years of Identity Theft and Fraud Monitoring. In addition, Claimants may also make a claim for monetary relief.

- **Documented Loss Payments** – reimbursement for certain Documented Losses, i.e., money spent or lost, that more likely than not resulted from the Lyon Data Security Incident (up to \$10,000)
- **California Statutory Cash Payment** – Individuals who are residents of California, or resided there on April 18, 2023, are entitled to an additional cash payment of \$250, adjustable on a pro rata basis.

**How To Get Benefits:** You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at [www.XXXXXXXX.com](http://www.XXXXXXXX.com). You may also get a paper Claim Form at the website and submit by mail.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Lyon or other Released Parties related to the Lyon Data Security Incident, as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may **object to the Settlement** by **DATE**. Visit [www.XXXXXXXX.com](http://www.XXXXXXXX.com) for complete information on how to exclude yourself from or object to the Settlement.

**The Final Approval Hearing.** The Court has scheduled a hearing in this case for **DATE at TIME** in Courtroom **X** located at 720 9<sup>th</sup> Street, Sacramento, CA 95814, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check [www.XXXXXXXX.com](http://www.XXXXXXXX.com) for those details.

**This Notice is only a Summary.** Visit [www.XXXXXXXX.com](http://www.XXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX for additional information.

Notice ID <<Notice ID>>

**Lyon Real Estate Data Incident Claim Form**

<<BARCODE>>

<<First Name>> <<Last Name>>

<<Address>>

Complete this Claim Form if you wish to receive ITFM and/or the California Statutory Cash Payment. Visit **WEBSITE** to submit a claim for out-of-pocket losses or to download a Claim Form to complete and submit by mail.

**Expanded Identity Theft and Fraud Monitoring ("ITFM")**

Check this box if you want to receive 5 years of ITFM. Provide your email address: \_\_\_\_\_

**California Statutory Cash Payment**

Check this box if you declare that you are a resident of the State of California and/or resided in California on April 18, 2023, and want to receive an additional cash payment of approximately \$250 (*which may be decreased pro rata from money remaining in the Settlement Fund after all claims are submitted*). You do not need to suffer out-of-pocket losses or expenses to select this option.

**Select one of the following payment methods:** \*PayPal \_\_\_\_\_ \*Venmo \_\_\_\_\_ \*Zelle \_\_\_\_\_ \*Virtual Prepaid Card \_\_\_\_\_ Check \_\_\_\_\_

\*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: \_\_\_\_\_

By signing my name below, I declare under penalty of perjury under the laws of the State of California that the information included on this Claim Form for Identity Theft and Fraud Monitoring is true and accurate, certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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Business  
Reply  
Mail

*Lyon Real Estate Data Breach Litigation*  
c/o Settlement Administrator  
P.O. Box 25226, Santa Ana, CA 92799

# **EXHIBIT C**

## Class Action Settlement

*This is not a solicitation from a lawyer. Please read this Notice carefully and completely.*

### **THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*Para una notificación en español, llamar PHONE NUMBER o visitar nuestro sitio web [www.XXXXXXXX.com](http://www.XXXXXXXX.com).*

- A proposed Settlement arising out of a data security incident has been reached with Lyon Real Estate (“Lyon”). Between April 18, 2023 and May 4, 2023, Lyon experienced a data security incident that affected its computer systems (the “Data Security Incident”). Lyon’s investigation determined that during this Data Security Incident, an unauthorized actor had access to certain files that included names, dates of birth, driver’s license numbers, Social Security numbers, tax identification numbers, medical information, health insurance information, and/or credit card information of certain individuals (collectively, “Personally Identifying Information”). If you were notified by Lyon or a Lyon affiliate that your Personally Identifying Information may have been affected by the Lyon Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Lyon has agreed to establish a \$637,500 Settlement Fund. The Settlement Fund will pay for five years of identity theft and fraud monitoring, as well as \$1,000,000 in insurance (“Identity Theft and Fraud Monitoring” or “ITFM”) to all Class Members who elect to receive it. Additionally, Class Members are eligible to receive a monetary payment in the form of reimbursement of up to \$10,000.00 per Class Member for Class Members who incurred certain Documented Losses (“Documented Loss Payment”). There is also an additional California statutory cash payment to Class Members who are residents of California (and/or who resided in California on April 18, 2023) (“California Statutory Cash Payment”). After the Settlement Fund has been used to pay (i) Documented Loss Payments; (ii) California Statutory Cash Payments; (iii) ITFM; (iv) the Costs of Notice and Administration; and (v) any award of Attorneys’ fees, reimbursements for litigation expenses, and Service Awards for the representative Plaintiffs, the remaining funds in the Settlement Fund shall be distributed on a *pro rata* basis to each Class Member who submitted a claim for (i) Documented Loss Payment; (ii) California Statutory Cash Payment; and/or (iii) ITFM (“Residual Cash Payment”). In addition, Lyon will implement certain enhanced data security measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>FILE A CLAIM FORM</b> <b>DEADLINE: DATE</b>	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including a Documented Loss Payment, Identity Theft and Fraud Monitoring, California Statutory Cash Payment, and/or Residual Cash Payment.  If you submit a Claim Form, you will give up the right to sue Lyon and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE: DATE</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Lyon or certain other Released Parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE FOR WRITTEN OBJECTIONS: DATE</b>	You may object to the Settlement by writing to the Settlement Administrator or by attending the Final Approval Hearing. If you object in writing, your writing should explain why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.  If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Lyon and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves.

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.XXXXXXXX.com](http://www.XXXXXXXX.com) or call PHONE NUMBER.**

<b>GO TO THE “FINAL APPROVAL” HEARING DATE</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Lyon and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

## BASIC INFORMATION

### 1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Kimberly A. Bohannon v. Lyon Real Estate*, Case No. 23CV009153 (the “Action”), in the Sacramento Superior Court. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Lyon Real Estate, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### 2. What is this lawsuit about?

Between April 18, 2023 and May 4, 2023, Lyon experienced a data security incident that affected its computer systems (the “Data Security Incident”). Lyon’s investigation determined that during this Data Security Incident, an unauthorized actor had access to certain files that included names, dates of birth, driver’s license numbers, Social Security numbers, tax identification numbers, medical information, health insurance information, and/or credit card information of certain individuals (collectively, “Personally Identifying Information”). After conducting a thorough investigation, Lyon began notifying individuals of the Data Incident on or around September 6, 2023.

The Plaintiffs claim that Lyon failed to adequately protect their Personally Identifying Information and that they were injured as a result. Lyon denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, Lyon is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Kimberly Bohannon and Mark Aussieker.

### 4. Why is there a Settlement?

The Class Representatives and Lyon do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Lyon. Instead, the Class Representatives and Lyon have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Lyon.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member:

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call PHONE NUMBER.**

All 7,287 individuals whose Personally Identifying Information may have been compromised in the Data Security Incident or to whom Lyon issued a Notice of Data Security Incident.

If you received Notice of this Settlement by mail, you are a Class Member, and your legal rights are affected by this Settlement. If you did not receive Notice by mail, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

## **6. Are there exceptions to individuals who are included as Class Members in the Settlement?**

Yes, the Settlement does not include (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Lyon and its subsidiaries, parent companies, successors, predecessors, and any entity in which Lyon has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

## **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.XXXXXXX.com](http://www.XXXXXXX.com), or call the Settlement Administrator's toll-free number at **PHONE NUMBER**.

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

## **8. What does the Settlement provide?**

The Settlement will provide Class Members with the opportunity to select and make a claim for five years of Identity Theft and Fraud Monitoring services and \$1 million in insurance (“ITFM”). Additionally, Class Members can submit a claim to receive a monetary payment:

- (A) Cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”).

Class Members who are residents of California (and/or who resided in California on April 18, 2023) are also entitled to:

- (B) California Statutory Cash Payments in the estimated amount of \$250, may be adjusted on a *pro rata* basis should the total amount of claims exceed the Settlement Fund (“California Statutory Cash Payment”). To qualify for the California Statutory Cash Payment, Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

The Settlement also provides that after the Settlement Fund has been used to pay (i) Documented Loss Payments; (ii) California Statutory Cash Payments; and (iii) ITFM, the remainder shall be distributed on a *pro rata* basis to each Class Member (“Residual Cash Payment”) who submitted a claim for (i) Documented Loss Payment; (ii) California Statutory Cash Payment; and/or (iii) ITFM.

In addition, Lyon has agreed to implement certain enhanced data security measures.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

### **A. Identity Theft and Fraud Monitoring.**

All Class Members may file a Claim Form to receive Identity Theft and Fraud Monitoring (“ITFM”) whether or not you make a claim for other benefits. ITFM provides a way to protect yourself from unauthorized use of your personal information. If you already have identity theft and fraud monitoring, you may still sign up for this additional protection. The ITFM provided by this Settlement is separate from, and in addition to, the identity theft and fraud monitoring that may have been offered to you by Lyon in response to the Data Security Incident. You are eligible to make a claim for the Identity Theft and Fraud Monitoring being offered through this Settlement even if you did not sign up for the previous services.

ITFM includes five years of (i) three-bureau credit monitoring; (ii) up to \$1 million of fraud and identity theft insurance coverage; and (iii) access to a dedicated fraud/identity theft specialist.

To receive ITFM, you must submit a completed Claim Form including a valid email address. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice. If you file a valid claim, you

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call **PHONE NUMBER**.**

will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement -- that can be used to enroll in the service.

### **B. Documented Loss Payment.**

You may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money and/or time remedying or addressing identity theft and fraud that more likely than not resulted from the Lyon Data Security Incident, or you spent money and/or time to protect yourself from future harm because of the Lyon Data Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$10,000 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after April 18, 2023, that are fairly attributable to the Lyon Data Security Incident, including for example, long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident), and/or costs of credit reports purchased during the specific time period. Class Members may also submit a claim for hours of lost time spent dealing with the Lyon Data Security Incident at \$25/hour, up to 10 hours maximum per settlement class member.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts. To satisfy the documentation requirement for a claim for lost time you must provide a sworn checkbox attestation that time claimed was spent dealing with the aftermath of the Lyon Data Security Incident.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator, you will receive notice from the Settlement Administrator and have 30 days to cure the deficiencies and resubmit your claim.

### **C. California Statutory Cash Payment.**

Class Members who are residents of California (and/or who resided in California on April 18, 2023) may elect to receive an additional cash payment. This is the “California Statutory Cash Payment.” The amount of the California Statutory Cash Payment will vary depending on the number of valid and Approved Claims that are submitted. To receive a California Statutory Cash Payment, you must submit a completed Claim Form electing to receive a California Statutory Cash Payment to the Settlement Administrator. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice.

To qualify for the California Statutory Cash Payment in the estimated amount of \$250 (subject to *pro rata* adjustment), Class Members will have to provide proof of California residency as of April 18, 2023. A sworn attestation shall satisfy the proof requirement for California residency. California Statutory Cash Payment may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See Question 9 below.*

## **9. How will Settlement Benefits be paid?**

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Documented Loss Payment and/or Identity Theft and Fraud Monitoring), it is important for you to understand how Settlement Payments will be made. Plaintiffs’ counsel will seek attorneys’ fees up to a maximum of 35% of the \$637,500 Settlement Fund (i.e., \$223,125), reasonable costs and expenses incurred by attorneys for the Class (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$5,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Approved Documented Loss Payments will be paid first.
2. Claims for Identity Theft and Fraud Monitoring. If money remains in the Settlement Fund after paying for the Approved Documented Loss Payments, claims for Identity Theft and Fraud Monitoring will be paid second.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call PHONE NUMBER.**

3. Approved California Statutory Cash Payments. If money remains in the Settlement Fund after paying for the approved Documented Loss Payments and Identity Theft and Fraud Monitoring, approved claims for the California Statutory Cash Payments will be paid third. The amount of the California Statutory Cash Payments may be adjusted on a *pro rata* basis should the total amount of claims exceed the Settlement Fund.
4. Residual Cash Payments. If money remains in the Settlement Fund after paying for the Approved Documented Loss Payments, Identity Theft and Fraud Monitoring, and Approved California Statutory Cash Payments, Residual Cash Payments will be paid fourth. Residual Cash Payments will be distributed on a *pro rata* basis.

## **10. What is the total value of the Settlement?**

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$637,500 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Settlement Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

## **11. What am I giving up to get a Settlement Benefit or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Lyon and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (see next question).

## **12. What are the Released Claims?**

In exchange for the Settlement, Class Members agree to release: (1) the Defendant; (2) each of its respective parents, subsidiaries, affiliates, sibling entities, administrators, successors, reorganized successors, insurers, and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of Lyon listed in categories (1) and (2) in this paragraph; and (4) current and former Lyon customers, including the customer entities who used Lyon, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Security Incident. However, the Released Parties shall not include PaperCut Software Pty Ltd., Inland Business Systems, and any of their respective parents, subsidiaries, affiliates, or successors.

If the Settlement is approved, the Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Lyon Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at [www.XXXXXX.com](http://www.XXXXXX.com).

## **HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

### **13. How do I make a claim for Settlement Benefits?**

You must complete and submit a Claim Form by **DATE**. Claim Forms may be submitted online at [www.XXXXXX.com](http://www.XXXXXX.com) or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling **PHONE NUMBER** or by writing to the Settlement Administrator at Lyon Data Security Incident Litigation, c/o Settlement Administrator, P.O. Box 25226, Santa Ana, CA 92799. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please email **EMAIL ADDRESS** to obtain it.

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Questions? Go to [www.XXXXXX.com](http://www.XXXXXX.com) or call **PHONE NUMBER**.**

You may submit a claim for Identity Theft and Fraud Monitoring **AND** a Documented Loss Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

In addition to those Settlement Benefits, Class Members may also submit a claim for a California Statutory Cash Payment if you are a California and/or resided in California on April 18, 2023, by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

#### **14. How do I make a claim for a Documented Loss Payment for reimbursement?**

To file a claim for a Documented Loss Payment of up to \$10,000.00 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator, you will receive notice from the Settlement Administrator and have 30 days to cure the deficiencies and resubmit your claim.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at [www.XXXXX.com](http://www.XXXXX.com).

The deadline to file a claim for a Documented Loss Payment is **DATE**. Claims must be filed (or postmarked if mailed) by this deadline.

#### **15. How do I make a claim for Identity Theft and Fraud Monitoring?**

To file a claim for Identity Theft and Fraud Monitoring, you must submit a valid Claim Form electing to receive Identity Theft and Fraud Monitoring. To submit a claim for Expanded Identity Theft and Fraud Monitoring, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for Identity Theft and Fraud Monitoring are included on the Claim Form. You may access the Claim Form at [www.XXXXX.com](http://www.XXXXX.com).

The deadline to file a claim for Identity Theft and Fraud Monitoring is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

#### **16. How do I make a claim for a California Statutory Cash Payment?**

To file a claim for a California Statutory Cash Payment, you must submit a valid Claim Form electing to receive the California Statutory Cash Payment. To submit a claim for a California Statutory Cash Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for a California Statutory Cash Payment are included on the Claim Form. You may access the Claim Form at [www.XXXXX.com](http://www.XXXXX.com).

The deadline to file a claim for a California Statutory Cash Payment is **DATE**. Claims must be filed (or postmarked if mailed) by this deadline.

#### **17. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing **EMAIL ADDRESS** or by writing to the following address:

Lyon Data Security Incident Litigation  
c/o Settlement Administrator

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call PHONE NUMBER.**

**18. When and how will I receive the Settlement Benefits I claim from the Settlement?**

If you make a valid and Approved Claim for Identity Theft and Fraud Monitoring, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the Notice to activate your Identity Theft and Fraud Monitoring postcard.

Payment for Approved Claims for a Documented Loss Payment and/or a California Statutory Cash Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for Approved Claims for a Documented Loss Payment and/or a California Statutory Cash Payment via PayPal, Venmo, or other digital payment options instead of a check by selecting your preferred payment method on your Claim Form.

The approval process may take time. Please be patient and check [www.XXXX.com](http://www.XXXX.com) for updates.

**19. What happens if money remains after all of the Settlement Claims are paid?**

None of the money in the \$637,500 Settlement Fund will ever be paid back to Lyon. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) among all Class Members who submitted a claim for Documented Loss Payments, California Statutory Cash Payments, and/or IFTM. After the distribution of all payments described above to the Class Members, the remainder will be used to increase the years for IFTM coverage for Class Members who enrolled in the IFTM described above. The distribution of this remainder shall continue until it is no longer practical to increase the number of years of IFTM, whereupon the remainder, if any, will be distributed to the Electronic Privacy Information Center, or another *cy pres* recipient mutually agreed upon by the Parties and approved by the Court.

**THE LAWYERS REPRESENTING YOU**

**20. Do I have a lawyer in this case?**

Yes, the Court has appointed Gregory Haroutunian and Brandon P. Jack of Clayeo C. Arnold, A Professional Corporation as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

**21. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 35% of the \$637,500 Settlement Fund, plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). Class Counsel will share and apportion attorneys' fees in an allocation to be presented to and approved by the Class Representatives and by the Court at the Final Approval Hearing. They will also ask the Court to approve up to \$5,000 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at [www.XXXX.com](http://www.XXXX.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at **PHONE NUMBER** or **EMAIL ADDRESS**.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member and want to keep any right you may have to sue or continue to sue Lyon and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement.

**22. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Kimberly A. Bohannon v. Lyon Real Estate*, Case No. 23CV009153; state the name, address, and telephone number and unique identifier of the Class Member(s) seeking exclusion; and must also contain

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.XXXXXX.com](http://www.XXXXXX.com) or call **PHONE NUMBER**.**

a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Kimberly A. Bohannon v. Lyon Real Estate*, Case No. 23CV009153.” The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DATE**:

*Lyon Data Security Incident Litigation*  
Attn: Exclusion Requests  
P.O. Box 25226, Santa Ana, CA 92799

You cannot exclude yourself by telephone or by email.

**23. If I exclude myself, can I still get Identity Theft and Fraud Monitoring or other Settlement Benefits as part of this class action Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get any Settlement Benefits, including Identity Theft and Fraud Monitoring or a cash payment, if you stay in the Settlement and submit a valid Claim Form.

**24. If I do not exclude myself, can I sue Lyon for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Lyon and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Lyon or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

**25. How do I tell the Court that I do not like the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing or be made by appearing in person at the Final Approval Hearing and voicing an oral objection. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; and (e) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. You may instead attend the Final Approval Hearing and voice your objection in person.

**All written objections must be submitted to the Settlement Administrator** by mailing them. All written objections must be mailed with a postmark date no later than **DATE**.

**Settlement Administrator**  
Lyon Data Security Incident Litigation  
Attn: Objections  
P.O. Box 25226, Santa Ana, CA 92799

**26. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**This Settlement affects your legal rights even if you do nothing.**  
Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call **PHONE NUMBER**.

## THE FINAL APPROVAL HEARING

### 27. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE** before the Honorable Lauri A. Damrell, Superior Court of the State of California for the County of Sacramento, 720 9<sup>th</sup> Street, Sacramento, CA 95814

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's online docket site (*insert online docket URL*) to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

### 28. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

### 29. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 26). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. Alternatively, if you do not file a written objection, you may attend the Final Approval Hearing and voice an oral objection in person.

## IF YOU DO NOTHING

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

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lyon or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 31. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.XXXXX.com](http://www.XXXXX.com). If you have questions about the proposed Settlement or anything in this Notice, you may also contact the Settlement Administrator at XXXX.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.XXXXXXX.com](http://www.XXXXXXX.com) or call PHONE NUMBER.**

# **EXHIBIT D**

1 M. Anderson Berry (262879)  
2 Gregory Haroutunian (330263)  
3 **CLAYEO C. ARNOLD**  
4 **A PROFESSIONAL CORPORATION**  
5 865 Howe Avenue  
6 Sacramento, CA 95825  
7 Tel: (747) 777-7748  
8 Fax: (916) 924-1829  
9 aberry@justice4you.com  
10 gharoutunian@justice4you.com

11 *Attorneys for Plaintiffs and the Proposed Class*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SACRAMENTO

14 KIMBERLY A. BOHANNON and MARK  
15 AUSSIEKER, individually and on behalf of  
16 all others similarly situated,

17 v. Plaintiffs,

18 LYON REAL ESTATE,

19 Defendant.

20 Case No.: 23CV009153

21 *Assigned for All Purposes to  
22 the Hon. Lauri A. Damrell*

23 **[PROPOSED] ORDER GRANTING  
24 MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

25 Hearing Date: \_\_\_\_\_  
26 Time: \_\_\_\_\_  
Dept. 22

27 Complaint Filed: September 26, 2023  
28 Trial Date: None

29 The unopposed motion by Kimberly A. Bohannon and Mark Aussieker (“Plaintiffs”) for  
30 preliminary approval of the parties’ proposed class action settlement agreement (the  
31 “Agreement”) came on for hearing before this Court on \_\_\_\_\_, 2025, at \_\_\_:\_\_.m.  
32 The Court, having considered all papers filed in connection with the motion, all argument of  
33 counsel, and, good cause appearing, hereby ORDERS as follows;

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

37 2. For purposes of the Settlement and conditioned upon the Settlement receiving

1 final approval following the final approval hearing, this Court hereby conditionally certifies the  
2 Settlement Class, defined as: "all 7,287 individuals whose Personally Identifying Information  
3 may have been compromised in the Data Security Incident or to whom Lyon issued a Notice of  
4 Data Security Incident."<sup>1</sup>

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

12       4. For the purposes of settlement only, the Court finds and determines that the named  
13 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing  
14 their rights in the action and appoints them as Class representatives.

15       5. For purposes of settlement only, the Court appoints as Class Counsel Gregory  
16 Haroutunian and Brandon P. Jack of Clayeo C. Arnold, APC.

17       6. Simpluris, Inc. is appointed as Claims Administrator. The Claims Administrator  
18 shall abide by the terms and conditions of the Agreement that pertain to the Claims Administrator.

19       7. The Final Approval Hearing Date shall be \_\_\_\_\_, 2025 at \_\_:\_\_0 \_\_.m. before  
20 the Honorable Lauri A. Damrell in Department 22, Superior Court of Sacramento, located at 720  
21 9<sup>th</sup> Street, Sacramento, California 95814, to consider: (a) the fairness, reasonableness and  
22 adequacy of the proposed Agreement; (b) any objections made by Settlement Class members to  
23 the proposed Agreement; (c) whether the Agreement should be finally approved by this Court;  
24 (d) Class Counsel's motion for attorneys' fees and costs; (e) the motion seeking a service award  
25 for the Plaintiffs as Class Representatives; and (f) such other matters as this Court may deem  
proper and necessary.

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26       <sup>1</sup> Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members  
27 of their immediate families and their staff; (2) Lyon and its subsidiaries, parent companies,  
successors, predecessors, and any entity in which Lyon has a controlling interest; (3) natural  
persons who properly execute and submit a Request for Exclusion prior to the expiration of the  
Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1       8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Awards  
2 fourteen days before the deadline to object, which is 60 days after the third-party Claims  
3 Administrator issues the class notice.

4       9. Class Counsel are to file and serve the Motion for Final Approval 16 court days  
5 before the Final Approval Hearing.

6       10. The proposed forms of Class Notice are attached to the Agreement as Exhibits B  
7 and C and are hereby approved for the purpose of notifying the members of the Settlement Class  
8 of the proposed settlement, the Final Approval Hearing date, and the rights of the members of  
9 the Settlement Class to exclude themselves or object to the settlement, and shall be sent to the  
10 members of the Settlement Class substantially in the forms approved. The parties may by mutual  
11 written consent make non-substantive changes to the notices without Court approval. The costs  
12 of giving notice to the members of the Settlement Class shall be deducted from the common fund.

13       11. The Claims Administrator shall issue the Class Notice by mail within 35 days  
14 after the entry of this Preliminary Approval Order.

15       12. The Long-Form Notice shall be posted on the settlement website created by the  
16 Claims Administrator.

17       13. Within seven days after the Opt-Out Date, the Claims Administrator shall furnish  
18 to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for  
19 exclusion.

20       14. The Notice, as set forth in Exhibits B and C to the Agreement and to be issued in  
21 the manner described in the Agreement, is the best notice practicable, and is reasonably  
22 calculated, under the circumstances, to apprise the members of the Class of the pendency of this  
23 action and their right to participate in, object to, or exclude themselves from the settlement. This  
24 Court further finds that the Notice, as set forth in Exhibits B and C to the Agreement, is sufficient  
25 notice of the Final Approval Hearing date, the settlement, the Motion for Final Approval and  
26 Motion for Fees, Costs, and Service Award, and other matters set forth in the Agreement, and  
27 that the Notices set forth in Exhibits B and C of the Agreement fully satisfies the California Rules  
28 of Court and due process of law, to all persons entitled thereto.

29       15. Settlement Class Members who wish to exclude themselves from the Settlement  
30 Class for purposes of this settlement may do so by submitting a request for exclusion to the  
31 Claims Administrator that is postmarked by 60 days after Claims Administrator mails the Short-

1 Form Notice. The request for exclusion must comply with the exclusion procedures set forth in  
2 the Agreement. Each Settlement Class Member desiring to exclude him or herself from the  
3 Settlement Class shall timely submit written notice of such intent to the designated address set  
4 forth in the Notice. The written request must clearly manifest the intent to be excluded from the  
5 Settlement Class and must be signed by the Settlement Class Member. A request for exclusion  
6 may not request exclusion of more than one member of the Settlement Class.

7 16. Any member of the Settlement Class who timely requests exclusion consistent  
8 with these procedures may not file an objection to the settlement and shall be deemed to have  
9 waived any rights or benefits under this Settlement. Settlement Class members who fail to submit  
10 a valid and timely request for exclusion shall be bound by all terms of the Agreement and the  
11 Final Judgment.

12 17. Any member of the Settlement Class who has not timely filed a request for  
13 exclusion may object to the granting of final approval to the settlement. Settlement Class  
14 members may object on their own or may do so through separate counsel at their own expense.

15 18. Any written objection to the settlement must: (a) state the Settlement Class  
16 Member's full name, current mailing address, and telephone number; (b) include proof that the  
17 individual is a member of the Settlement Class (e.g., copy of the settlement Notice, copy of the  
18 original notice of the Data Security Incident); (c) identify the specific factual and legal grounds  
19 for the objection; (d) identify all counsel representing the Settlement Class Member, if any; and  
20 (e) contain a statement regarding whether the Settlement Class Member (or counsel of his or her  
21 choosing) intends to appear at the Final Approval Hearing. To submit a written objection, the  
22 objector must send a letter to the third-party claims administrator. Mailed objections must be  
23 submitted or postmarked within 60 days following the Notice Date.

24 19. Any member of the Settlement Class who has not timely filed a request for  
25 exclusion may object to the granting of final approval to the settlement by appearing at the Final  
Approval Hearing and voicing their objection orally.

20. All pretrial proceedings in this action are stayed and suspended until further order  
21 of this Court, except such actions as may be necessary to implement the Agreement and this  
22 Preliminary Approval Order.

23 21. In the event that the Agreement is terminated pursuant to its terms, disapproved  
24 by any court (including any appellate court), and/or not consummated for any reason, or the  
25

Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Preliminary Approval Order and such findings had never been made, and the Action shall return to the procedural posture on the day before the Agreement was executed, in accordance with this paragraph.

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

23. The parties are directed to carry out their obligations under the Agreement.

24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or their counsel within seven days of receipt.

25. Further litigation in this action shall be stayed pending final approval of the settlement.

## **Summary of Applicable Dates**

- **Deadline to Send Notice to the Class:** As soon as practicable, but no later than 35 days after entry of this Preliminary Approval Order.
- **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
- **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
- **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
- **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- **Deadline to Respond to Objections and Move for Final Approval:** 16 court days before the Final Approval Hearing.
- **Final Approval Hearing Date:** , 2025 at : 0 .m.

## IT IS SO ORDERED.

1  
2  
3 Dated: \_\_\_\_\_

4 \_\_\_\_\_  
5 Hon. Lauri A. Damrell  
6 Sacramento Superior Court  
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