

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

JEANPAUL MAGALLANES, on behalf of  
himself and all others similarly situated,

Plaintiffs,

v.

DISCOVERY PRACTICE MANAGEMENT,  
INC., a California Corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 30-2021-01213556-CU-MC-  
CXC

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated as of July 29, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) JeanPaul Magallanes and Jennifer Galluzzo (collectively, “Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record at Potter Handy LLP (“Proposed Class Counsel” or “Class Counsel”); and (ii) Discovery Practice Management, Inc. (“DPM” and, together with Representative Plaintiff, the “Parties”), by and through its counsel of record, Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## **I. THE LITIGATION**

This matter concerns a putative class action [*Magallanes v. Discovery Practice Management, Inc.*, Superior Court of the State of California, for the County of Orange, Case No. 30-2021-01213556-CU-MC-CXC (the “Action”)] arising out of an alleged Data Incident (as defined below) suffered by DPM in or about June 2020. The cyber criminals responsible for the Data Incident logged in without authorization to the e-mail accounts of two employees of facilities for which DPM maintains an e-mail environment, which accounts potentially contained personal information of certain individuals. Although the forensic investigation firm retained by DPM to conduct forensic analysis relating to the Data Incident found no evidence that any individuals’ personal information was viewed or transferred from DPM’s internal network to unauthorized external sites, Representative Plaintiffs allege that, as a result of the Data Incident, unauthorized users accessed Representative Plaintiffs’ personal information, including names, dates of birth, addresses, medical information, insurance information, e-mail addresses, telephone numbers, and/or Social Security numbers.

DPM notified approximately 5,668 individuals of the Data Incident in July 2021. Representative Plaintiffs received their notice letters in or about or about July 2021.

Representative Plaintiff Magallanes commenced the Action by filing his Class Action Complaint on February 1, 2021. Representative Plaintiff Magallanes filed his First Amended Class Action Complaint (“FAC”) on September 8, 2021. The putative class identified in the FAC is “[a]ll citizens of the State of California who received treatment at one of [DPM’s] facilities, satellite, or urgent care locations on or before June 26, 2020, and who received notice from [DPM] that their information was potentially compromised.” Jennifer Galluzzo is not presently a named plaintiff in the FAC, but is a Settlement Class Member (as defined below). As

soon as reasonably practicable following full execution of this Settlement Agreement, Representative Plaintiffs intend, pursuant to stipulation and subject to Court approval, to file a Second Amended Class Action Complaint (“SAC”), which amends the putative class definition to conform with the definition of the Settlement Class (as defined below), and adds Jennifer Galluzzo as a named plaintiff.

Over the course of several months, the Parties engaged in good faith settlement negotiations and a full-day mediation session. As a result, the Parties reached a settlement, which is memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against DPM and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other consumers and putative classes of consumers against DPM and the Released Persons relating to the Data Incident (collectively, the “Litigation”).

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the FAC, and anticipated in the SAC, have merit. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against DPM through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have

determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiffs and the Settlement Class Members.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

DPM denies each and all of the claims and contentions alleged against it in the Litigation. DPM denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, DPM has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. DPM also has taken into account the uncertainty and risks inherent in any litigation. DPM has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and DPM that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

#### **1. Definitions**

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

- 1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means EAG Gulf Coast, LLC, which is a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, and jointly agreed upon by the Settling Parties, subject to the Court’s approval.

1.5 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.6 “Claim Form” means the form that the Settlement Class Member a must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Settlement Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, not to exceed fifty thousand dollars and no cents (\$50,000.00).

1.8 “Court” means the Superior Court of the State of California, for the County of Orange.

1.9 “Data Incident” means the cyberattack suffered by DPM in or about June 2020, in which an unauthorized user logged in the e-mail accounts of two employees of facilities for which DPM maintains the e-mail environment, which potentially contained personal information of certain Settlement Class Members.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 and ¶ 10.1 herein have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13 “Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.14 “Notice” means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.15 The “Notice Commencement Date” means the date starting thirty (30) days after the entry of the Preliminary Approval Order.

1.16 “Objection Date” means the date by which Settlement Class Members must mail to Settlement Class Counsel and counsel for DPM their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date,

provided however, that the Objection Date for any Settlement Class Member whose Notice is re-mailed by the Claims Administrator as set forth in ¶ 9.3 shall be extended by forty-five (45) days.

1.17 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date, provided however, that the Opt-Out Date for any Settlement Class Member whose Notice is re-mailed by the Claims Administrator as set forth in ¶ 9.3 shall be extended by forty-five (45) days.

1.18 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.20 “Proposed Class Counsel” or “Settlement Class Counsel” means James M. Treglio, Esq. of Potter Handy LLP.

1.21 “Related Entities” means DPM’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of DPM’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent

jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including any violation of the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*, California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and California Customer Records Act, Cal. Civ. Code § 1798.80, *et seq.*, and similar state and federal consumer-protection statutes; and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in

the Litigation. Released Claims shall include Unknown Claims as defined in ¶ 1.30. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 “Related Entities” means DPM’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and such entities predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.24 “Released Persons” means DPM, its Related Entities, and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.25 “Representative Plaintiffs” means JeanPaul Magallanes and Jennifer Galluzzo.

1.26 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 “Settlement Class” means all Persons who received notice via First Class Mail from DPM that their information was potentially compromised. The Settlement Class specifically excludes: (i) natural persons who are directors or officers, of DPM; (ii) DPM’s parents, subsidiaries, affiliates, and any entity in which DPM has a controlling interest; (iii) all individuals

who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iv) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (v) the attorneys representing the Parties in the Litigation; (vi) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (vii) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

1.28 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settling Parties” means, collectively, DPM and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.31 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.32 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

## **2. Settlement Benefits**

2.1 Automatic Benefits. All Settlement Class Members will be provided access to CyEx’s Identity Defense Total Service, free of charge, for a period of three (3) years from activation of the service, without the need to submit a Claim Form. Financial fraud coverage will be provided through CyEx’s Identity Defense Total Service. Enrollment must be completed within sixty (60) days of the Notice Commencement Date, except that for any Settlement Class Member whose Notice is re-mailed by the Claims Administrator as set forth in ¶ 9.3, the enrollment

deadline shall be extended by forty-five (45) days. CyEx shall activate the Identity Defense Total Service within thirty (30) days of the Court's final approval of the settlement.

2.2 Expense and Lost-Time Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Incident, not to exceed two hundred and fifty dollars, and no cents (\$250) per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Incident; and (x) compensation for attested-to unreimbursed lost time spent remediating identity theft, monitoring accounts, reversing fraudulent charges / transactions, or otherwise dealing with the aftermath / clean-up of the Data Incident, at the rate of fifteen dollars, and no cents (\$15) per hour for up to four (4) hours (attestation requires at least a narrative description of the activities performed during the time claimed and their connection to the Data Incident). The total of all amounts recovered under this ¶ 2.2 shall not exceed two hundred and fifty dollars, and no cents (\$250) per Settlement Class Member.

2.3 Other Extraordinary Expense Reimbursement. DPM shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed one thousand dollars, and no cents (\$1,000) per claim (and only one claim per Settlement Class

Member), for unreimbursed fraudulent charges or out-of-pocket losses not covered by ¶ 2.2 above, incurred as a result of, or in resolving issues and losses caused by the Data Incident, if: (a) it is an actual, documented, and unreimbursed monetary loss; and (b) it was caused by the Data Incident. The total of all amounts recovered under this paragraph shall not exceed one thousand dollars, and no cents (\$1,000) per Settlement Class Member.

2.4 Claims Process. Settlement Class Members seeking reimbursement under ¶¶ 2.2 or 2.3 must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the 90th day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”), provided however, that the Claims Deadline for any Settlement Class Member whose Notice is re-mailed by the Claims Administrator as set forth in ¶ 9.3 shall be extended by forty-five (45) days. The Notice will specify these deadlines and other relevant dates described herein.

2.4.1 As proof of class membership, any Person filing a Claim Form must certify that he or she is a Settlement Class Member and also submit a unique code to be provided by the Settlement Administrator based on the approved list of Settlement Class Members to be sent direct Notice. In order to claim each type of payment, related documentation must be provided with the Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide

supporting attestation and documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.5.

2.4.3 Claimants seeking reimbursement for expenses or losses described in ¶¶ 2.2 or 2.3 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses.

2.4.4 Claimants must exhaust all credit monitoring insurance and identity theft insurance before DPM is responsible for any expenses claimed pursuant to ¶¶ 2.2 or 2.3 of this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.5 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.4.6 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.4.7 The Claims Administrator may request, and the claimant must disclose upon request, each other notice of a breach of their payment card data or other personal information they received in the three-year period that preceded the date of their claim hereunder; if the claimant has received no such notice, the claimant must so state.

## 2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant

has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶¶ 2.2 through 2.3; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the

claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.5.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by DPM.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.8. Equitable Terms: In addition to the foregoing settlement benefits, DPM agrees to implement and/or maintain the following data security measures starting no later than thirty (30) days following the Effective Date:

2.8.1. DPM will engage a third-party security auditor to work with its internal security personnel to run automated security monitoring, periodically conduct security assessments, and identify and mitigate potential vulnerabilities or areas of concern within DPM's systems.

2.8.2. DPM will develop and maintain a program to audit, test, and train its security personnel on new or updated security procedures.

2.8.3 DPM will segment its customer data by facility, limit data access to authorized personnel, and remove inactive accounts from its system on an ongoing basis.

2.8.4 DPM will implement and maintain a data retention policy that requires DPM to purge, delete, and destroy customer data that is no longer necessary for the provision of services and not required to be retained to comply with applicable data retention laws.

2.8.5. DPM will periodically conduct database scanning and security checks that may include: but are not limited to:

- i. Vulnerability Testing
- ii. Penetration Testing
- iii. Patch Management
- iv. Access Control
- v. Data Encryption
- vi. Employee Training and Awareness

2.8.6. DPM will implement and maintain an internal training and education program designed to provide its security personnel with knowledge, skills, and protocols to identify, contain, and respond to breaches. The program may cover topics including but not limited to:

- i. Early breach detection
- ii. Breach containment
- iii. Incident response
- iv. Forensic investigation

2.8.7. DPM will develop and maintain an education and training program for its current employees that focuses on raising awareness about data security and privacy. This program may include training sessions, workshops, and educational resources that provide practical guidance and actionable steps for protecting personal information both within and outside the workplace.

### **3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;

- f) approval of a customary form of short notices to be mailed to Settlement Class Members (“Short-Form Notice”) substantially similar to the ones attached hereto as **Exhibit B**, and a customary long form notice to be posted on the settlement website (“Long-Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 DPM shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Such costs are estimated to be approximately forty-six thousand, four hundred and thirty-four dollars (\$46,434), and shall not exceed fifty-thousand dollars (\$50,000). Attorneys’ fees, costs, and expenses of Proposed Class Counsel, and service awards to Class Representatives, shall be paid by DPM as set forth in ¶ 7 below, subject to Court approval. Notice shall be provided to Class Members in accordance with a Notice Plan subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the

website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Approval Hearing, Proposed Class Counsel and DPM shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice and the Notice Plan. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide Notice to the Settlement Class via the Notice Plan as set forth in ¶ 9.

3.3 Proposed Class Counsel and DPM's counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly

manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date, as defined in ¶ 1.17.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 50 timely and valid Opt-Outs submitted, DPM may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If DPM voids the Settlement Agreement pursuant to this paragraph, DPM shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number, *Magallanes v. Discovery Practice Management, Inc.*, Superior Court of the State of California, for the County of Orange, Case No.: 30-2021-01213556-CU-MC-CXC; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv)

a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and DPM's counsel as set forth below. For all objections mailed to Proposed Settlement Class Counsel and counsel for DPM, Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

*Upon Proposed Class Counsel at:*

**POTTER HANDY LLP**

James M. Treglio, Esq.  
8033 Linda Vista Road, Suite 200  
San Diego, CA 92111

*Upon counsel for DPM at:*

**BAKER & HOSTETLER LLP**

Paul G. Karlsgodt, Esq.  
1801 California Street, Suite 4400  
Denver, CO 80202

Teresa C. Chow, Esq.  
1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means

for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, DPM shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion,

settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither DPM, nor its Related Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Class Counsel.

**7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs**

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the material terms of the settlement had been agreed upon, other than that DPM would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs as may be agreed to by DPM and Proposed Class Counsel and/or as ordered by the Court. DPM and Proposed Settlement Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

7.2 Proposed Class Counsel has agreed to request, and DPM has agreed to pay, subject to Court approval, the amount of up to one hundred and thirty thousand dollars, and no cents (\$130,000) to Proposed Class Counsel for attorneys' fees and costs and expenses. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court. If the attorneys' fees, costs, and expenses awarded by the Court is less than the amount sought by Proposed Class Counsel, it will not be a basis for setting aside the Settlement Agreement.

7.3 Subject to Court approval, DPM has agreed to pay a service award in the amount of five thousand dollars, and no cents (\$5,000) to each of the Representative Plaintiffs.

7.4 DPM shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs to an account established by Proposed Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party. Proposed Class Counsel will repay to DPM the amount of the award of attorneys' fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or costs (or both) is upheld, Proposed Class Counsel will repay to DPM the amount necessary to ensure the amount of attorneys' fees or costs (or both) comply with any Court order.

7.5 Proposed Class Counsel shall thereafter distribute the service award to Representative Plaintiffs consistent with ¶ 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), DPM shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and DPM shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by DPM shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, DPM shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, DPM, Proposed Class Counsel, Representative Plaintiffs, and/or DPM's counsel based on distributions of benefits to Settlement Class Members.

## **9. Notice Plan**

9.1 No later than fifteen (15) days after entry of the Preliminary Approval Order, DPM shall provide to the Claims Administrator a list of Settlement Class Members for purposes of providing the Notice (“Class Data”).

9.2 No later than the Notice Commencement Date, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, the Claims Administrator shall send to all Settlement Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice in a form substantially similar to that attached hereto as **Exhibit B**.

9.3 No later than five (5) business days after the Claims Administrator’s receipt of any Notice returned by the USPS as undelivered, the Claims Administrator shall re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Claims Administrator shall conduct a Settlement Class Member address search, and re-mail the Notice to the most current address obtained. The Claims Administrator has no obligation to make further attempts to locate or send the Notice to any Settlement Class Member whose Notice is returned by the USPS a second time.

## **10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing, as required by ¶ 3.1;
- b) DPM has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.12.

10.2 If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Proposed Class Counsel and DPM's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to DPM's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

10.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, DPM shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute

Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## **11. Miscellaneous Provisions**

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons

may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

11.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between DPM and Representative Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between DPM and Representative Plaintiffs.

11.7 As soon as reasonably practicable following full execution of this Settlement Agreement, the Parties shall stipulate, subject to Court approval, to the filing of the SAC, which shall (1) amend the putative class definition set forth in the FAC to instead conform with the definition herein of the Settlement Class, *i.e.*, “All Persons who received notice via First Class Mail from DPM that their information was potentially compromised,” and (2) add Jennifer Galluzzo as a named plaintiff.

11.8 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the

Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.9 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

11.10 The Settlement 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. A complete set of executed counterparts shall be filed with the Court.

11.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

11.12 Pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h), the Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

11.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

11.14 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

11.15 All dollar amounts are in United States dollars (USD).

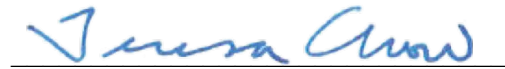
11.16 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void sixty (60) days after issuance and shall bear the language: “This check must be cashed within 60 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and DPM shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.2 to ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. Each Settlement Class Member shall only be entitled to make one request for re-issuance of a settlement check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. Funds from any settlement checks issued to a Settlement Class Members that remain uncashed or

have become void as of 270 days from the Effective Date shall be transmitted to the State Bar of California's Greg E. Knoll Justice Gap Fund as *cy pres* recipient, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure §384(b).

11.17 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**



Teresa C. Chow, Esq.  
BAKER & HOSTETLER LLP  
1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067  
Tel: (310) 820.8800  
Email: tchow@bakerlaw.com

***Counsel for Defendant Discovery Practice Management, Inc.***



James M. Treglio, Esq.  
POTTER HANDY LLP  
8033 Linda Vista Road, Suite 200  
San Diego, CA 92111  
Tel: (858) 375.7385  
Email: mark@potterhandy.com

***Counsel for Proposed Representative Plaintiffs and Class Counsel***