

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Maxar Space LLC and Maxar Space Robotics LLC (collectively “Maxar Space,” “Maxar,” or “Defendant”) and (ii) Cynthia Replogle and Philipp Covington (“Plaintiffs”) both individually and on behalf of the Settlement Class, in the cases of *Replogle et al. v. Maxar Space LLC and Maxar Space Robotics LLC*, 24CV452108 and *Covington et al. v. Maxar Space LLC and Maxar Space Robotics LLC*, 24CV454292. Maxar Space and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On November 19, 2024, Plaintiff Cynthia Replogle filed a class action lawsuit against Maxar Space premised on a third-party cyberattack perpetrated against Maxar Space’s network on October 11, 2024 (the “Data Incident”), alleging claims of Negligence, Breach of Implied Contract, Violation of the Consumer Privacy Act (California Civil Code §1798.100 et. seq.), and Violation of the Consumer Records Act (California Civil Code §1798.80 et. seq.). On December 16, 2024, Plaintiff Philipp Covington filed a class action complaint against Maxar Space seeking damages based on his allegation that his PII was exposed in the Data Incident asserting the same claims as Plaintiff Replogle, as well as additional claims for invasion of privacy under the common law and California Constitution.

2. Following several months of early settlement negotiations, the Parties filed a Joint Stipulation to Consolidate Related Cases and Stay Deadlines Pending Completion of Class Settlement Process on April 10, 2025. The Court entered an Order granting this stipulation on April 13, 2025.

3. Under the terms of the Stipulation, the above captioned cases were consolidated under the case number 24CV452108 and given the simplified name “*In Re: Maxar Data Security Litigation*” (the “Litigation”).

4. As a result of arms-length negotiations over the course of several months, the Parties negotiated a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against Maxar Space and its related persons and entities, as set forth herein.

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

6. Maxar Space has denied and continues to deny (a) all allegations and claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else of any kind whatsoever that have or could have been asserted in this Litigation or may be asserted in the future concerning the Data Incident; (b) that the Representative Plaintiffs in the Litigation and the class they purport to represent have suffered any damage; and (c) that the Litigation satisfies the

requirements to be tried as a class action. Despite Maxar Space's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Maxar Space desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by Maxar Space and any related persons or entities, nor shall it constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Maxar Space or admission by any of the parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action.

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

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

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

II. DEFINITIONS

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

10. **“Administrative Expenses”** or **“Settlement Administration Fees”** shall mean expenses associated with the Settlement Administrator, including but not limited to actual costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

11. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

12. “**CCPA**” shall mean the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, *et seq.*

13. “**CCPA Payment**” shall mean a cash payment made to a Settlement Subclass Member in the amount of \$100.00 in settlement of the claims under the CCPA that the Settlement Subclass have brought, to the extent that the Settlement Subclass Member submits a Valid Claim for the CCPA Payment.

14. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

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

16. “**Class,**” “**Settlement Class,**” “**Class Member,**” or “**Settlement Class Member**” shall mean each member of the Settlement Class, as defined in Section III of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class. The Settlement Class specifically excludes: (a) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any entity in which Maxar Space has a controlling interest; and (e) any officers, directors, legal representatives, heirs, successors, or assigns of Maxar Space’s subsidiaries, parents, and affiliates.

17. “**Class Counsel**” shall mean John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and A. Brooke Murphy of Murphy Law Firm.

18. “**Claims Finalization Date**” shall mean the date after the entrance of the Final Approval Order when all claims are finalized without any further dispute.

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

20. “**Court**” shall mean Judge Charles Adams of the Superior Court of the State of California for the County of Santa Clara, or any other judge who shall have jurisdiction over the pending Litigation.

21. “**Defendant**” or “**Maxar Space**” shall mean Maxar Space LLC and Maxar Space Robotics LLC.

22. “**Defendant’s Counsel**” shall mean Casie Collignon and Sean Killeen of Baker Hostetler.

23. “**Effective Date**” shall mean the first date by which all of the events and conditions specified in paragraph 26 herein have occurred and been met.

24. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representatives.

25. “**Fee Award**” means the amount of attorneys’ fees awarded by the Court to Class Counsel that along with Class Counsel’s expenses shall not exceed \$125,000.

26. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

27. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving Service Awards to the Class Representatives. The Parties agree that the Final Approval Hearing may be held remotely.

28. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class and Settlement Subclass pursuant to the California Code of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VI and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

29. “**Final Claim List**” shall mean the spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid to each claimant.

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

31. “**Litigation**” shall mean the actions captioned 24CV452108 and given the title “*In Re: Maxar Data Security Litigation.*”

32. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit A** is the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

33. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A** (long-form notice) **B** (short-form notice), and the Settlement Website, consistent with the requirements of due process.

34. “**Notice Date**” shall mean the date within 30 days after the Court enters the Preliminary Approval Order on which the Settlement Administrator begins providing Notice to Settlement Class Members.

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

36. “**Parties**” shall mean Plaintiffs and Maxar Space, collectively.

37. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives, Cynthia Replogle and Philipp Covington.

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

39. “**PII**” for the purposes of this Settlement Agreement shall mean names, Social Security numbers, home addresses, gender, employment information, and business contact information, and any other personally identifiable information that Defendant may have collected and maintained.

40. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VI of this Settlement Agreement.

41. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VI of this Settlement Agreement.

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

43. “**Service Award**” shall have the meaning ascribed to it as set forth in Section XIV of this Settlement Agreement. The Service Award requested in this matter will be \$2,000.00 for each Class Representative, subject to court approval.

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

45. “**Settlement Payment**” means an amount paid by Maxar Space to each Settlement Class Member for Approved Claims as further described in paragraph 57 of this Settlement Agreement. In no event shall Maxar Space be required to pay any Settlement Class Member more than Three Thousand Five Hundred Dollars (\$3,500.00) for claims made under the terms of this Settlement Agreement. The actual amount of the Settlement Payment paid for Approved Claims will be determined on a “claims made” basis such that only those individual Approved Claims will be funded up to the maximum amount. The Service Award to Plaintiffs is in addition to any Settlement Payment they may receive.

46. “**Settlement Subclass**” or “**California Subclass**” means all living persons residing in California whose PII was potentially compromised in the Data Incident announced by Maxar Space in or around October of 2024, including all persons who received a breach notice letter. The Settlement Subclass specifically excludes: (a) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any entity in which Maxar Space has a controlling interest; and (e) any Maxar Space officers, directors, legal representatives, heirs, successors, or assigns of Maxar Space’s subsidiaries, parents, and affiliates.

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

48. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member and/or emailed to the Settlement Class Members, in the same or substantially similar form as **Exhibit B** hereto.

III. SETTLEMENT CLASS AND SUBCLASS CERTIFICATION

49. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class and Settlement Subclass shall be certified in accordance with the definition contained in Paragraph 52; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

50. Maxar Space does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that Maxar Space did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class for purposes of the settlement, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

51. The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a valid and timely claim to the Claims Administrator.

52. Subject to Court approval, the following Settlement Class and Settlement Subclass shall be certified for settlement purposes:

Settlement Class:

All living persons residing in the United States whose PII was potentially compromised in the Data Incident announced by Maxar Space in or around October of 2024, including all persons who received a breach notice letter.

Settlement Subclass:

All living persons residing in California whose PII was potentially compromised in the Data Incident announced by Maxar Space in or around October of 2024, including all persons who received a breach notice letter.

53. Excluded from the Class and Subclass are: (a) the Judge(s) to whom the action is assigned and any member of those Judges' staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any entity in which Maxar Space has a controlling interest; and (e) any officers, directors, legal representatives, heirs, successors, or assigns of Maxar Space's subsidiaries, parents, and affiliates.

54. It is estimated that the Class is comprised of approximately 1,724 individuals.

55. These individuals constitute the “Settlement Class” and “Settlement Subclass” solely for purposes of certifying a settlement class in this Litigation. If for any reason the Settlement is not granted preliminary and/or final approval, Maxar Space’s agreement to certification of the Settlement Class and Settlement Subclass shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

56. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiffs and the Settlement Class, the Litigation and the Released Claims, as described in Section VI.

V. SETTLEMENT BENEFIT ALLOCATION

57. Monetary Payments

- a. **Compensation of Documented Out-of-Pocket Losses and Lost Time:** Maxar Space will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and validity by the Settlement Administrator.

Maxar Space will provide compensation, up to a total of \$3,500.00 per person, to a member of the Settlement Class, upon submission of a valid and timely claim and supporting documentation, for the following unreimbursed losses:

- i. *Out-of-pocket losses incurred* as a result of the Data Incident. For an out-of-pocket loss to be a result of the Data Incident, it must be incurred between October 11, 2024 and the date of the Settlement Class Member’s claim. Examples of out-of-pocket losses include but are not limited to bank fees, long distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring or other identity theft insurance product;
- ii. *Up to four hours of lost time*, at \$20.00/hour of time spent mitigating the effects of the Data Incident.¹ Class members may submit claims for up to 4 hours of lost time by submitting an attestation, made

¹ Claims for lost time are included within the \$3,500.00 cap on out-of-pocket losses.

under penalty of perjury, that they spent the claimed time responding to issues raised by the Data Incident.

In order to be an out-of-pocket loss for which compensation can be claimed, the following conditions must be met:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was caused by the Data Incident;
- iii. The loss occurred between the date of the Data Incident and the date of the Settlement Class Member's claim; and
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Settlement Class Members with out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. No documentation beyond the Settlement Class Member's sworn attestation is required to claim lost time. Claims for lost time can be combined with claims for out-of-pocket loss but are subject to the \$3,500.00 cap.

- b. **CCPA Payments**: California Subclass Members may submit a claim for a one-hundred-dollar (\$100.00) cash payment for the CCPA claim they have brought against Defendants as California residents. CCPA payments made under the terms of the Settlement will be subject to an aggregate cap of \$15,000. Should this cap be reached, payments under this Section will be subject to *pro rata* reductions based on the number of Subclass Members who have sought this benefit.
- c. **Credit Monitoring**: Maxar Space will pay for additional credit monitoring services as follows:
 - i. All Settlement Class Members shall be offered a three-year membership of one-bureau ("1B") credit monitoring with \$1,000,000.00 in identity theft/fraud insurance.
 - ii. The additional credit monitoring services noted in (i) are in addition to any credit monitoring services Maxar Space initially offered related to the Data Security Incident.

- d. **Release**: The relief stated above will be provided to Settlement Class Members as consideration for a general release of Maxar Space and Released Parties set forth in Section VI below.
- e. **Settlement Administration Fees**: Maxar Space will pay the entirety of the settlement administration fees, including without limitation the actual cost of notice to the class and claims administration.
- f. **Settlement Administration Process**: Once a Settlement Administrator is reasonably agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner reasonably agreed upon by the Parties.

After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a valid and timely claim, subject to the individual caps on settlement class monetary payments set forth in Paragraph 57, above.

- g. **Settlement Payments**: Within thirty days of the Effective Date and receipt of payee instructions and a Form W-9 for the Settlement Administrator, Maxar Space shall pay to the Settlement Administrator sufficient funds to satisfy the monetary payments described in paragraphs 57(a) and 57(b). Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the funds paid by Maxar Space shall be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- h. **Escrow Agent**: The funds provided by Maxar Space to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Payment pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

58. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court**. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class and Settlement Subclass, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the appointment of the Settlement Administrator, the proposed settlement website, issuance of the draft Class Notice and use of the proposed Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - i. At any hearing on the Unopposed Motion for Preliminary Approval, the

Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

- ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

59. **Submission and Evaluation of Claims**

- a. **Claims Period**: The Parties agree that the period for filing claims shall be set at a date certain at no more than 90 days from the Notice Date.
- b. **Claim Form**: All claims must be submitted on a Claim Form. The Claim Form will require the Settlement Class Member to provide his or her full name, home mailing address, and telephone number; an affirmation that he/she has received a breach notice from Maxar Space; and a signature affirming the accuracy of the provided information.
- c. The Claim Form shall permit Settlement Class Members to claim up to \$3,500.00 for reimbursement of out-of-pocket losses and time expended mitigating the effects of the Data Incident, upon provision of appropriate documentation, as set forth in Paragraph 57(a), make a claim for a CCPA payment of \$100 (subject to an aggregate cap of \$15,000 on the CCPA relief), as set forth in Paragraph 57(b), and claim the credit monitoring set forth in Paragraph 57(c).
- d. The Claim Form must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as **Exhibit C**.
- e. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted).

- f. Any Claim Form that lacks the requisite information will be deemed to be incomplete and invalid.
- g. A Settlement Class Member is not entitled to any compensation or to enrollment in the credit-monitoring services if: (1) he or she submits a Claim Form after the Claims Deadline; (2) if the Claim Form is incomplete or invalid after an opportunity to cure any error(s) and/or omission(s) or contains false information; and/or (3) if the class member excludes him- or herself.
- h. Within twenty-one days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in this Agreement, including Paragraph 57.
- i. Within thirty-five days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within forty-five days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.
- j. Counsel for the Parties shall have thirty days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within thirty days after Counsel for the Parties receive the Initially Approved Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
- k. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have thirty days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within thirty days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.

- l. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. If neither Class Counsel nor Maxar Space's Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Maxar Space's Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.
- m. So long as the Final Approval Order has been entered, within twenty-one days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties the Final Claim List Within thirty days of the Claims Finalization Date, the Settlement Administrator shall send payment to each Settlement Class Member on the Final Claims List.
- n. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five business days of the last such payment.
- o. In the event that checks sent to Settlement Class Members are not cashed within ninety days after their date of issuance, those checks will become null and void and will revert to Maxar Space.
- p. A notice of eligibility to enroll in the credit-monitoring product described in Paragraph 57(c) will be delivered to each claimant after the claimant's claim has been approved. Within ten days of the Claims Finalization Date, the settlement administrator will send to each claimant who has filed an approved claim an email or direct mail, which will provide an activation code and instructions on how to enroll in and use the product. The activation code will be active for 90 days and once enrolled in the credit-monitoring, claimants are entitled to remain enrolled for the applicable term at no cost to them.

VI. RELEASE

60. Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge Maxar Space and all of its agents, predecessors, successors, parents, subsidiaries, and related or affiliated entities; and its and their respective assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers ("**Released Parties**") from any and all past, present and future claims, demands, actions, causes of action, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, suits, petitions, obligations, debts, penalties, damages, or liabilities of any nature whatsoever, known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties reasonably related to the

operative facts alleged in or otherwise described by the Litigation or arising out of or in any way related to the Data Incident and/or Released Parties' recordkeeping or data security policies and practices, whether or not pleaded or otherwise asserted in the Litigation, including any and all damages, losses, or consequences thereof ("**Released Claims**").

61. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement. For Plaintiffs, this includes but is not limited to § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

VII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

62. This Settlement Agreement shall be subject to approval of the Court. As set forth in Sections IX and XIII, Maxar Space shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspect of the Settlement Agreement.

63. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class and Settlement Subclass, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

64. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing at least 100 days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.

65. At least fourteen days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Settlement Class, and file a memorandum in support of the motion for final approval.

VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

66. Settlement Administrator

- a. The Parties have jointly selected the Settlement Administrator, who shall be jointly supervised by Class Counsel and Maxar Space to administer the settlement.
- b. Costs of Settlement Administration shall be borne by Maxar Space, outside of and separate from the Settlement Payments to Settlement Class Members.

67. **Class List**

- a. Maxar Space, with the assistance of the Settlement Administrator as appropriate, shall create a “Class List,” based on information already within its possession.
- b. The Class List shall include the names and last known mailing addresses of potential Settlement Class Members that Maxar Space used to notify Settlement Class Members of the Data Incident, to the extent such information is readily available.
- c. Maxar Space shall provide the Class List to the Settlement Administrator and Class Counsel within fourteen (14) days after entry of the Preliminary Approval Order.

68. **Type of Notice Required**

- a. The Notice, which shall be substantially in the form of **Exhibits A and B** attached hereto, shall be used to inform proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Settlement Class Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Settlement Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may submit Claims Forms and be eligible for (1) three-year membership of 1B credit monitoring with \$1,000,000.00 in identity theft/fraud insurance, (2) the ability to claim up to \$3,500.00 for reimbursement of out-of-pocket losses, (3) reimbursement of up to \$80 in lost time spent mitigating the effects of the Data Incident, upon provision of appropriate documentation, and (4) CCPA payments of \$100 per eligible Class Member, with a cap of \$15,000 for this benefit only. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. On the Notice Date, the Settlement Administrator will commence emailing the Short Form Notice to those Settlement Class Members with a known email address and mailing the Short Form Notice to all Settlement Class Members to those without a known email address, or whose email notice bounces back or is otherwise not delivered. The Settlement Administrator will send the Settlement Class Member data through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last forty-eight (48) months, and the process will also standardize the addresses for mailing.

The Settlement Administrator will then prepare a mail file of Settlement Class Members that are to receive the notice via First Class Mail. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as **Exhibits A and B** hereto.

- c. Notice of the settlement (substantially in the form of **Exhibit A**) shall be posted on the Settlement Website within thirty (30) days of the entry of the Preliminary Approval Order.

69. Notice Deadline

- a. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall:
 - disseminate by U.S. Mail or email the Short Form Notice in the form of **Exhibit B** to Settlement Class Members identified on the Class List; and,
 - post the Long Form Notice on the Settlement Website.

IX. EXCLUSIONS

70. Exclusion Period

- a. Settlement Class Members will have up to and including sixty days following Notice Deadline to exclude themselves from the Settlement in accordance with this Section.
- b. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

71. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and their wet signature.
- c. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any order or judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.

- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within ten days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. In the event that more than 2% of the Class List submit timely and valid notices of exclusion, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five business days from the date the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and Plaintiffs’ Counsel and service awards 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.

X. OBJECTIONS

72. Objection Period

- a. Settlement Class Members will have up to and including sixty days following the Notice Deadline to object to the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

73. Objection Process

- a. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

- b. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; and (6) the objector's wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

XI. FINAL APPROVAL HEARING

74. The Parties will jointly request that the Court hold a Final Approval Hearing no earlier than one hundred twenty days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to the Federal Rules of Civil Procedure for settlement and, if so, (1) consider any properly filed objections; (2) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (3) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award. The Final Approval Hearing may be conducted remotely.

XII. FINAL APPROVAL ORDER

75. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.

76. The Parties shall jointly submit to the Court a proposed Final Approval Order, that, without limitation:

- a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members and directing its consummation according to its terms;
- b. Dismisses with prejudice all claims of the Settlement Class against Maxar Space in the Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and

- c. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Maxar Space, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Payment.

77. Class Counsel shall use their best efforts to assist Maxar Space in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIII. TERMINATION OF THE SETTLEMENT

78. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

79. Either Party may elect to terminate and cancel this Settlement Agreement within ten days of any of the following events:

- a. The Court refuses to grant preliminary approval of this Settlement Agreement;
- b. The Court refuses to grant final approval of this Settlement Agreement in any material respect; or
- c. The Court refuses to enter a final judgment in this Litigation in any material respect.

80. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

81. **Attorneys' Fees and Expenses**: At least fourteen days before the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees and costs in an amount not to exceed \$125,000 (One Hundred Twenty-Five Thousand Dollars). Attorneys' fees and expenses awarded by the Court shall be provided outside of and separate from the Settlement Payment. This amount was negotiated after the primary terms of the settlement were negotiated.

82. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of

the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

83. **Service Award to Plaintiffs:** Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for Plaintiffs in an amount not to exceed \$2,000.00, each. This amount was negotiated after the primary terms of the settlement were negotiated.

84. The Service Awards and Fee Award shall be paid by wire transfer written by Defendant no later than thirty (30) days after the later of (1) the Effective Date or (2) the date Class Counsel provides and independently confirms payee account information and a Form W-9.

85. In no event will Maxar Space's liability hereunder for the Fee Award, Administrative Expenses, and/or a Service Award or any other fees, costs or expenses exceed its funding obligations set out in this Settlement Agreement. Maxar Space shall have no financial responsibility for this Settlement Agreement except as explicitly set out in this Settlement Agreement. Maxar Space shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Maxar Space will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel or counsel for plaintiff(s) in any other lawsuit relating to the Data Security Incident.

XV. MISCELLANEOUS REPRESENTATIONS

86. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

87. The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement, and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Maxar Space's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

88. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Maxar Space in bad faith or without a reasonable basis.

89. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity the subject matter, amount, facts, terms, and conditions of this Settlement Agreement, including but not limited to any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case reasonable notice will be provided to the other Party before disclosure is made. The Parties further agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.

90. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasors.

91. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

92. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

93. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

94. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

95. This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

96. The Parties agree that **Exhibits A through D** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

97. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

98. Except as otherwise provided herein, each Party shall bear its own costs.

99. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

100. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

101. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

102. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

103. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

104. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

105. Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged Plaintiffs and Class Counsel from any and all claims, whether known or unknown, that arise out of, are based upon, or relate to the Prosecution of the Action or the

Litigation (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement Agreement.)

106. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. 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 Settlement Agreement all exchange signed counterparts.

107. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

108. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

109. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

110. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
Email: jnelson@milberg.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
abm@murphylegalfirm.com

If to Maxar Space's Counsel:

Sean P. Killeen
BAKER & HOSTETLER LLP
600 Montgomery Street, Suite 3100
San Francisco, CA 94111
Tel: (415) 659-2600
Email: skilleen@bakerlaw.com

Casie D. Collignon*
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
Tel: (303) 861-0600
Email: ccollignon@bakerlaw.com

111. This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

MURPHY LAW FIRM, as Class Counsel

By: 

Print Name: A. Brooke Murphy

Date: 7/23/25

BAKER & HOSTETLER LLP, as Maxar Space LLC and Maxar Space Robotics LLC's Counsel

By: 

Print Name: Casie D. Collignon

Date: 7/22/25

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Maxar Space provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Long Form Notice Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Award	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Exclusions to Class Counsel and Defendant's Counsel	+70 days after Notice Date
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties' Challenge to Any Claims	+ 30 days from Initially Approved/Rejected Claims List
<u>Final Approval Hearing</u>	
	+100 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Settlement Administrator provides W-9 to Maxar Space	+15 days after Final Approval Order
Effective Date	+30 days after Final Approval Order
Payment of Attorneys' Fees and Expenses Class Representatives' Service Award	+30 days after Effective Date or upon receipt of a W-9 and payee instructions from Class Counsel, whichever is later
Settlement Website Deactivation	+90 days after Effective Date

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In Re: Maxar Data Security Litigation
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

**IF YOU WERE IMPACTED BY THE OCTOBER 2024
MAXAR SPACE DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND CASH PAYMENTS.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

Please read this Notice carefully and completely.

- A Settlement has been reached with Maxar Space LLC and Maxar Space Robotics LLC (“Maxar” or “Defendants”) in a class action lawsuit. This class action lawsuit concerned a cyberattack on Maxar's computer systems that occurred in or around October 2024 (the “Data Incident”). The class action lawsuit alleges that certain files that contained private information were accessed in the Data Incident. These files may have contained personal information such as names; Social Security numbers; home addresses; gender; employment information; and business contact information.
- The lawsuit is called *In Re: Maxar Data Security Litigation*, Case No. 24CV452108, pending in the Superior Court of the State of California, Santa Clara County (the “Litigation”).
- Maxar denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- Maxar's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Maxar.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *In Re: Maxar Data Security Litigation*, Case No. 24CV452108, pending in the Superior Court of the State of California, Santa Clara County. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the companies they sued, Maxar Space LLC and Maxar Space Robotics LLC, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that in October 2024 a targeted cyberattack occurred on Maxar's computer systems, and that certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; home addresses; gender; employment information; and business contact information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Cynthia Replogle and Philipp Covington, and everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All living persons residing in the United States whose PII was potentially compromised in the Data Incident announced by Maxar in or around October of 2024, including all persons who received a breach notice letter.” PII stands for Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. Excluded from the Class are:

- (1) the Judge in this case, and the Judge’s family and staff
- (2) the lawyers for the Plaintiffs and Defendants, and their families and staff
- (3) government entities
- (4) Maxar’s officers and directors, and some associated companies
- (5) anyone who validly excludes themselves from the Settlement.

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

- Email: info@MaxarSettlement.com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Maxar Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at www.MaxarSettlement.com.

The Settlement Benefits

7. What does the Settlement provide?

Maxar has agreed to provide a range of benefits to the Class. These benefits are described below.

You are not limited to one benefit. You may file a claim for each benefit that you qualify for.

BENEFITS

Credit Monitoring Services. You can enroll in three years of credit monitoring from a credit bureau. This benefit comes with \$1,000,000.00 in identity theft protection. An enrollment code will be emailed to you.

Compensation for Out-of-Pocket Expenses. You can get back up to \$3,500.00 for out-of-pocket expenses. These expenses have to be because of the Data Incident. You will need to provide proof, like receipts, to show your expenses. You can include your own notes to explain or clarify the receipts, but your notes by themselves are not enough for a valid claim.

This benefit covers things like:

- (1) bank, credit card, and debit card fees;
- (2) postage;
- (3) long-distance or by-the-minute phone charges;
- (4) data charges (if charged by the amount of data used);
- (5) gas money for local travel; and
- (6) fees for credit reports or credit monitoring

These out-of-pocket expenses are covered if they happened after October 11, 2024.

Compensation for Lost Time. If you spent time addressing the Data Incident, you can get paid for your time. You can claim up to 4 hours of time, at \$20.00 per hour. The maximum lost time payment is \$80.00.

This payment counts toward the \$3,500.00 cap under Compensation for Out-of-Pocket Expenses, above.

You do not need to submit proof to claim this benefit.

CCPA Payment (California Residents Only). If you are a resident of California, you can claim an additional cash payment. This payment is expected to be \$100.00, but may be reduced on a pro rata basis if more than \$15,000 is claimed by eligible class members.

CCPA Payments are separate from Compensation for Out-of-Pocket Expenses, and don't count toward the \$3,500.00 cap.

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

- Email: info@MaxarSettlement.com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Maxar Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

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

Submitting a Claim Form for a Settlement Payment

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

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

Maxar Data Incident Settlement
c/o Settlement Administrator
[PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free,

1-XXX-XXX-XXXX, by email info@MaxarSettlement.com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and A. Brooke Murphy of Murphy Law Firm, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$125,000.00, which will be paid by Maxar.

Class Counsel will also ask for a Service Award of \$2,000 for each of the Class Representatives. The Service Award will also be paid by Maxar.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *In Re: Maxar Data Security Litigation*, Case No. 24CV452108, pending in the Superior Court of the State of California, Santa Clara County;
- (2) your full name, mailing address, and telephone number;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Maxar Data Incident Settlement
ATTN: Exclusion Request
[PO Box Address]

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *In Re: Maxar Data Security Litigation*, Case No. 24CV452108, pending in the Superior Court of the State of California, Santa Clara County;
- (2) your full name, mailing address, and telephone number;
- (3) a clear description of all the reasons you object; include any factual and legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) a list of any cases from the last 4 years in which you or your lawyer objected
- (7) your personal signature.

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [COURT ADDRESS]	Maxar Data Incident Settlement ATTN: Objections [PO Box Address]

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a final approval hearing on [FA Hearing Date] at _____ : _____ Eastern Time, in Room XXX of the Superior Court of the State of California, Santa Clara County, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award to the Class Representatives who brought this Action on behalf of the Class. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check www.MaxarSettlement.com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.MaxarSettlement.com.

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

- Email: info@MaxarSettlement.com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Maxar Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

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

EXHIBIT B

Maxar Data Incident Settlement
c/o Settlement Administrator

P.O. Box

Santa Ana, CA 92799-9958

In Re: Maxar Data Security Litigation
Case No. 24CV452108

**IF YOU WERE IMPACTED BY THE
OCTOBER 2024 MAXAR DATA BREACH, A
PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS
AND CASH PAYMENTS.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.MaxarSettlement.com or call toll-free 1-XXX-XXX-XXXX

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Maxar Space LLC and Maxar Space Robotics LLC (“Maxar”) in a class action lawsuit about the October 2024 cyberattack on Maxar’s computers (the “Data Incident”). Files containing private information were potentially accessed. Maxar denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at www.MaxarSettlement.com.

Who is included in the Settlement?

The Court has defined the class as: “All living persons residing in the United States whose PII was potentially compromised in the Data Incident announced by Maxar in or around October of 2024, including all persons who received a breach notice letter.” PII stands for Personally Identifiable Information.

What are the Settlement benefits?

You can claim any or all of the following: (1) three years of credit monitoring and identity theft protection; (2) reimbursement of up to \$3,500 for documented out-of-pocket expenses; (3) reimbursement for time spent addressing the Data Incident at a rate of \$20/hour for up to 4 hours (\$80 maximum); and (4) California residents can also claim an additional \$100 cash payment, subject to possible reduction on a pro rata basis if more than \$15,000 is claimed by eligible class members for this benefit.

Full details and instructions are at www.MaxarSettlement.com.

How do I receive a benefit?

To submit your claim, visit www.MaxarSettlement.com or call 1-XXX-XXX-XXXX.

Claims must be submitted online or postmarked by [DATE].

Who represents me?

The Court has appointed attorneys John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and A. Brooke Murphy of Murphy Law Firm, to represent you and other Class Members (“Class Counsel”).

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

If you do not want to be part of the Settlement, you must exclude yourself by [DATE] or you will not be able to sue Maxar for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available at www.MaxarSettlement.com, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on [DATE] at the [ADDRESS], to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$125,000, and \$2,000 in service awards for the Class Representatives. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.MAXARSETTLEMENT.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



TO: <<Email Address>>
FROM: “Maxar Data Incident Settlement” <<info@MaxarSettlement.com>>
SUBJECT: Maxar Data Incident Settlement – You are Eligible to File a Claim

LEGAL NOTICE

In Re: Maxar Data Security Litigation
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

**IF YOU WERE IMPACTED BY THE OCTOBER 2024
MAXAR SPACE DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND CASH PAYMENTS.**

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

Dear << First >> << Last >>:

A Settlement has been reached with Maxar Space LLC and Maxar Space Robotics LLC (“Maxar”) in a class action lawsuit about the October 2024 cyberattack on Maxar’s computers (the “Data Incident”). Files containing private information were potentially accessed. Maxar denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at www.MaxarSettlement.com.

Who is included in the Settlement? The Court has defined the class as: “All living persons residing in the United States whose PII was potentially compromised in the Data Incident announced by Maxar in or around October of 2024, including all persons who received a breach notice letter.” PII stands for Personally Identifiable Information.

What are the Settlement benefits? You can claim any or all of the following: (1) three years of credit monitoring and identity theft protection; (2) reimbursement of up to \$3,500 for documented out-of-pocket losses; (3) reimbursement for time spent addressing the Data Incident at a rate of \$20/hour for up to 4 hours (\$80 maximum); (4) California residents can also claim an additional \$100 cash payment, subject to possible reduction on a pro rata basis if more than \$15,000 is claimed by eligible class members for this benefit. Full details are available at www.MaxarSettlement.com.

How do I receive a benefit? To submit a claim online or to download a printable Claim Form, visit www.MaxarSettlement.com.

Claims must be submitted online or postmarked by [DATE].

Who represents me? The Court has appointed attorneys John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and A. Brooke Murphy of Murphy Law Firm, to represent you and other Class Members (“Class Counsel”).

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue Maxar for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available on the Settlement website at www.MaxarSettlement.com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [DATE] at the [ADDRESS], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$125,000, and \$2,000 in service awards for the Class Representatives. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-[XXX-XXX-XXXX] or click here: www.MaxarSettlement.com.

User ID: <<User ID>>

EXHIBIT C

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

In re Maxar Data Security Incident
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

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

VI LIVING DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living persons residing in the United States whose PII was potentially compromised in the Data Incident announced by Maxar in or around October of 2024, including all persons who received a breach notice letter.” PII stands for Personally Identifiable Information.

Excluded from the Settlement Class are:

- (1) the Judge in this case, and the Judge’s family and staff
- (2) the lawyers for the Plaintiffs and Defendants, and their families and staff
- (3) government entities
- (4) Maxar’s officers and directors, and some associated companies
- (5) anyone who validly excludes themselves from the Settlement.

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

AVAILABLE BENEFITS

The Settlement provides a range of benefits to the Class. These benefits are described below. You are not limited to one benefit. You may file a claim for each benefit that you qualify for.

BENEFITS

Credit Monitoring Services. You can enroll in three years of credit monitoring from a credit bureau. This benefit comes with \$1,000,000.00 in identity theft protection. An enrollment code will be emailed to you.

Compensation for Out-of-Pocket Expenses. You can get back up to \$3,500.00 for out-of-pocket expenses. These expenses have to be because of the Data Incident. You will need to provide proof, like receipts, to show your expenses. You can include your own notes to explain or clarify the receipts, but your notes by themselves are not enough for a valid claim.

Compensation for Lost Time. If you spent time dealing with problems from the Data Incident, you can get paid for your time. You can claim up to 4 hours of time, at \$20.00 per hour. The maximum lost time payment is \$80.00.

This payment counts toward the \$3,500.00 cap under Compensation for Out-of-Pocket Expenses, above.

You do not need to submit proof to claim this benefit.

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

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

In Re: Maxar Data Security Litigation
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

DATA INCIDENT SETTLEMENT CLAIM FORM

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

CCPA Payment (California Residents Only). If you are a resident of California, you can claim an additional cash payment under the California Consumer Privacy Act. This payment is expected to be \$100.00, but may be reduced on a pro rata basis if more than \$15,000 is claimed by eligible class members.

CCPA Payments are separate from Compensation for Out-of-Pocket Expenses, and don't count toward the \$3,500.00 cap.

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

- Email: info@MaxarSettlement.com
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: Bauer Security Incident Settlement, c/o Settlement Administrator, **[PO Box Address]**.

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.MaxarSettlement.com**

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

Maxar Data Incident Settlement
c/o Settlement Administrator
[PO Box Address]

An electronic image of the completed Claim Form can also be submitted by email to info@MaxarSettlement.com

The deadline to submit a Claim Form online is **[Claims Deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[Claims Deadline]**.

Questions? Call 1-XXX-XXX-XXXX** Toll-Free or Visit www.MaxarSettlement.com**

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

In Re: Maxar Data Security Litigation
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

If you claim Reimbursement for Lost Time (Section IV, below), the combined total is capped at \$3,500.00

IV. COMPENSATION FOR LOST TIME

If you spent at time fixing problems caused by Data Incident, please select how many hours (up to 4) you spent and briefly description of what you did.

I spent (select only **one**): 1 hour (\$20.00) 2 hours (\$40.00) 3 hours (\$60.00) 4 hours (\$80.00)

If you claim Documented Out-of-Pocket Expenses (Section III, above), the combined total is capped at \$3,500.00

V. CCPA PAYMENT (CALIFORNIA RESIDENTS ONLY)

- Check this box if you are a California resident and would like to claim a payment under the California Consumer Privacy Act.

This payment is expected to be \$100.00, but may be reduced on a pro rata basis if more than \$15,000 is claimed by eligible class members.

CCPA Payments are separate from Compensation for Out-of-Pocket Expenses, and don't count toward the \$3,500.00 cap.

VI. PAYMENT SELECTION

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

- PayPal**
Email address, if different than you provided in Section 1: _____
- Venmo**
Mobile number, if different than you provided in Section 1: _____
- Zelle**

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit www.MaxarSettlement.com

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

In Re: Maxar Data Security Litigation
Case No. 24CV452108
Superior Court of the State of California, Santa Clara County

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

DATA INCIDENT SETTLEMENT CLAIM FORM

Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card

Email address, if different than you provided in Section 1: _____

Physical Check

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit www.MaxarSettlement.com

EXHIBIT D

1 John J. Nelson (SBN 317598)
2 **MILBERG COLEMAN BRYSON**
3 **PHILLIPS GROSSMAN, PLLC**
4 280 S. Beverly Drive
5 Beverly Hills, CA 90212
6 Tel: (858) 209-6941
7 jnelson@milberg.com

8 A. Brooke Murphy*
9 **MURPHY LAW FIRM**
10 4116 Wills Rogers Pkwy, Suite 700
11 Oklahoma City, OK 73108
12 Telephone: (405) 389-4989
13 Email: abm@murphylegalfirm.com

14 *Attorneys for Plaintiffs and the*
15 *Settlement Class*

16 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **IN AND FOR THE COUNTY OF SANTA CLARA**

18 *In Re Maxar Data Security Litigation*

19 Lead Case No. 2024CV452108

20 Consolidated with:
21 2024CV454292

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

25 Hearing Date:
26 Hearing Time:
27 Hearing Location: Santa Clara County
28 Courthouse

1 Plaintiffs Cynthia Replogle and Philipp Covington (“Plaintiffs”) have moved the Court for
2 preliminary approval of the parties’ proposed class action settlement, which requested the Court to
3 approve the Settlement, conditionally certify the Settlement Class for settlement purposes only, and
4 approve the form and method of notice upon the terms and conditions set forth in the Settlement
5 Agreement, together with all exhibits thereto. The Court, having considered all papers filed in connection
6 with the motion, and, good cause appearing, hereby ORDERS as follows:

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

10 2. The Court does hereby preliminarily and conditionally approve, pursuant to California Code
11 of Civil Procedure § 382, for settlement purposes only, the following Settlement Class and California
12 Subclass:

13 Settlement Class: All living persons residing in the United States whose PII was potentially
14 compromised in the Data Security Incident announced by Maxar in or around October of 2024,
including all persons who received a breach notice letter.

15 California Subclass: All living persons residing in California whose PII was potentially
16 compromised in the Data Security Incident announced by Maxar in or around October of 2024,
including all persons who received a breach notice letter.

17 The Settlement Class and California Subclass specifically exclude: (a) the Judge(s) to whom the
18 action is assigned and any member of those Judges’ staffs or immediate family members; (b)
19 counsel for the Parties, any member of their respective staffs who worked directly on the
20 Litigation, and any member of their immediate families; (c) any government entity; (d) any
entity in which Maxar has a controlling interest; and (e) any officers, directors, legal
representatives, heirs, successors, or assigns of Maxar’s subsidiaries, parents, and affiliates.

21 3. Subject to the terms and conditions set forth in the Settlement Agreement, the following
22 Settlement Relief is available to Settlement Class Members who submit valid and timely Claim Forms:

- 23 a. Reimbursement of documented Out-of-Pocket Losses incurred as a result of the Data
24 Breach, up to a maximum of \$3,500 per person;
- 25 b. Compensation for lost time spent remedying issues related to the Data Incident at \$20
26 per hour for a maximum of up to 4 hours per person. This compensation is included
27 within the \$3,500.00 cap on out-of-pocket losses;
- 28

- 1 c. Three years of credit monitoring and identity theft protection services, with identity
2 restoration insurance;
- 3 d. CCPA payments of \$100 for all California Subclass Members, subject to an aggregate
4 cap of \$15,000.

5 4. Based upon information provided and for settlement purposes only: the Settlement Class and
6 California Subclass are ascertainable; the Settlement Class numbers approximately 1,724 individuals,
7 satisfying numerosity; there are common questions of law and fact, including whether Defendant's Data
8 Incident potentially compromised Plaintiffs' and Settlement Class Members' Personal Information,
9 satisfying commonality; the proposed Class Representative's claims are typical, in that they are members
10 of the Settlement Class and allege they received notice from Defendant that their Personal Information
11 was potentially compromised in Defendant's Data Breach, thereby alleging they have been damaged by
12 the same conduct as other Settlement Class Members; the proposed Class Representatives and Class
13 Counsel will fully, fairly and adequately protect the interests of the Settlement Class; questions of law and
14 fact common to members of the Settlement Class predominate over questions affecting only individual
15 members for settlement purposes; and a nationwide class for settlement purposes is superior to other
16 available methods for the fair and efficient adjudication of this controversy.

17 5. The Court appoints Cynthia Repogle and Philipp Covington as the Class Representatives of
18 the Settlement Class.

19 6. The Court appoints as Class Counsel John J. Nelson of Milberg Coleman Bryson Phillips
20 Grossman, PLLC and A. Brooke Murphy of Murphy Law Firm.

21 7. The Court appoints Simpluris, Inc. as Settlement Administrator.

22 8. The Court does hereby preliminarily approve the Settlement, including the notices and releases
23 contained therein, as being fair, reasonable, and adequate as to the Settlement Class Members, subject to
24 further consideration at the Final Approval Hearing described below.

25 9. A Final Approval Hearing shall be held before the Court on _____, 2025, at ____ am/pm for
26 the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
- c. To determine whether the claims process under the Settlement is fair and reasonable, and it should be approved by the Court;
- d. To determine whether Plaintiffs' application for Attorneys' Costs, Fees and Expenses, and requested Service Award Payments for the Class Representative, should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

10. The Final Approval Hearing may be conducted remotely.

11. Plaintiffs' Motion for Final Approval shall be filed at least fourteen (14) days before the Final Approval Hearing.

12. The Court approves, as to the form and content, the Notices and Claim Form, and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement fully satisfy the California Code of Civil Procedure § 382 and due process and shall constitute due and sufficient notice to all persons entitled to notice.

13. The Claim Form submitted by each Settlement Class Member must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the Settlement Agreement.

14. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Agreement.

15. All Settlement Class Members shall be bound by all determinations and judgments in the class action concerning the Settlement, including, but not limited to, the releases provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Settlement Class and have not opted back in. The persons and entities who timely and validly requested exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights

1 under the Agreement, shall not be entitled to submit any Claim, and shall not be bound by the Agreement
2 or the Final Approval Order as to Defendant in the Class Action.

3 16. Pending final determination of whether the Agreement should be approved, Class Counsel,
4 Plaintiffs, and Settlement Class Members are barred and enjoined from filing, commencing or prosecuting
5 any action asserting any Released Claims against Defendant.

6 17. Any Settlement Class Member may object to the granting of final approval of the Settlement.
7 Any written objection shall include: (a) the objector's full name and address; (b) the case name and
8 number, *In re Maxar Data Security Litigation*, Lead Case No. 2024CV452108; (c) all grounds for the
9 objection, with factual and legal support for the stated objection, including any supporting materials; (d)
10 the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other
11 class action cases in the last four years; (e) whether the objector intends to appear at the Final Approval
12 Hearing; (f) the objector's wet signature; and (g) the name and telephone number of the objector's duly
13 authorized attorney or other duly authorized representative (if any) representing him or her in connection
14 with the objection. If the objecting Settlement Class Member intends to appear at the Final Approval
15 Hearing, either with or without counsel, they must state as such in the written objection, and must also
16 identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend
17 to introduce into evidence at the Final Approval Hearing, which must also be included with, the written
18 objection. Settlement Class Members must mail any objections to the Settlement Administrator and must
19 be postmarked no later than sixty (60) days after the Notice Deadline.

20 18. Any person who does not make an objection in the manner provided in this Order shall be
21 deemed to have waived such objection and shall forever be foreclosed from making any objection to the
22 fairness or adequacy of the proposed Settlement as set forth in the Agreement, unless otherwise ordered
23 by the Court.

24 19. Settlement Class Members may also exclude themselves from this action by mailing a written
25 notice of such intent to the designated Post Office box established by the Settlement Administrator (which
26 shall be identified in the settlement notices). To be effective, the written opt-out notice must include the
27 following: (a) the requestor's name, address, and telephone number; (b) the requestor's physical signature;
28 (c) the name and number of this Litigation, *In re Maxar Data Security Litigation*, Lead Case No.

1 2024CV452108; and (d) a statement that clearly manifests his or her wish to be excluded from the
2 Settlement Class for purposes of this settlement. To be effective, written notice must be postmarked or
3 emailed no later than the Opt-Out Date. Such notices of a Settlement Class Member's intent to opt-out of
4 the Settlement must be postmarked no later than sixty (60) days after the Notice Deadline.

5 20. This Order, the Agreement, and the Settlement, and any of their terms, whether or not it
6 becomes final, and all negotiations, discussions, and proceedings in connection with this Order, the
7 Agreement, and the Settlement, shall not constitute an admission, adjudication, or evidence of: (a) any
8 violation of any statute or law or of any liability or wrongdoing by Defendants or any of the Released
9 Parties; (b) the truth of any of the claims or allegations alleged in the Action; (c) the incurrence of any
10 damage, loss, or injury by any Settlement Class Member; or (d) the propriety of certification of a class
11 other than solely for the purposes of the Settlement. This Order, the Agreement, and the Settlement, and
12 any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the
13 Agreement and the Settlement shall not be offered or received in evidence or used for any purpose in this
14 or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any
15 kind of character in the United States or any other country except as necessary to enforce the terms of this
16 Order or the Settlement. All rights of the Parties are reserved and retained if the Settlement does not
17 become final in accordance with the terms of the Settlement Agreement.

18 21. The Settlement Administrator is directed to provide Notice to the Settlement Class Members,
19 collect, process, review and determine the validity of all Claims, and otherwise perform their duties in
20 accordance with the Agreement.

21 22. In addition to the deadlines imposed above, the Settlement Administrator and Parties shall
22 abide by the following timeline:

<u>Grant of Preliminary Approval</u>	
Maxar provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Long Form Notice Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Award	+46 days after Notice Date

1	Objection Deadline	+60 days after Notice Date
2	Exclusion Deadline	+60 days after Notice Date
3	Claims Deadline	+90 days after Notice Date
4	Settlement Administrator Provide List of Exclusions to Class Counsel and Defendant's Counsel	+70 days after Notice Date
5	Initially Approved Claims List	+35 days after Claims Deadline
6	Initially Rejected Claims List	+35 days after Claims Deadline
7	Parties' Challenge to Any Claims	+30 days from Initially Approved/Rejected Claims List
8	<u>Final Approval Hearing</u>	+100 days after Preliminary Approval Order (approximately)
9	Motion for Final Approval	-14 days before Final Approval Hearing Date
10	<u>Final Approval</u>	
11	Settlement Administrator provides W-9 to Maxar	+15 days after Final Approval Order
12	Effective Date	+30 days after Final Approval Order
13	Payment of Attorneys' Fees and Expenses Class Representatives' Service Award	+30 days after Effective Date or upon receipt of a W-9 and payee instructions from Class Counsel, whichever is later
14	Settlement Website Deactivation	+90 days after Effective Date

23. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiffs and Defendant, if appropriate, without further notice to the Settlement Class.

Dated: _____, 2025 _____

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