

EXHIBIT A

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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 GARY MAZMANIAN and
MICHAEL MCGUINNESS,
11 individually and on behalf of all others
similarly situated,

12 Plaintiffs,

13 v.

14 LCPTRACKER, INC.,

15 Defendant.
16

Case No. 8:24-cv-02701-JAK-DFM

**EXHIBIT A TO PLAINTIFFS’
UNOPPOSED MOTION FOR
PRELIMINARILY APPROVAL
OF CLASS ACTION
SETTLEMENT**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GARY MAZMANIAN and
MICHAEL MCGUINNESS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LCPTRACKER, INC.,

Defendant.

Case No. 8:24-cv-02701-JAK-DFM

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is an entity located in Orange, California. It provides payroll reporting software, construction site compliance management, and workforce reporting services. As part of their business practices, Defendant stores the Private

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

Information of its clients' and permitted users' employees, and vendors, as well as other persons.

2. Between August 14, 2024, and August 20, 2024, an outside, unauthorized actor accessed Defendant's cloud storage network. The unauthorized actor accessed the Private Information of approximately 40,963 individuals, including Plaintiffs and Class Members.

3. On or about November 22, 2024, Defendant began sending notice letters to certain individuals, advising them that their personal and sensitive information may have been impacted in the Data Incident.

4. On December 14, 2024, Plaintiff Mazmanian filed his initial Class Action Complaint against Defendant for the unlawful exposure of his and all similarly situated individuals' Private Information, seeking money damages and injunctive relief. ECF No. 1.

5. Similarly, on December 30, 2024, Plaintiff McGuinness filed his initial Class Action Complaint against Defendant seeking similar relief on behalf of a similar class of individuals.

6. Recognizing the factual and legal similarities of the *Mazmanian* and *McGuinness* actions, on January 27, 2025, Plaintiffs filed a Notice of Related Cases. ECF No. 19.

7. In or around February, 2025, in an effort to conserve resources for the

benefit of the those impacted in the Data Incident, the Parties began discussing settlement.

8. Plaintiffs filed the operative First Amended Class Action Complaint on April 9, 2025, in this Action. ECF No. 21.

9. On or about April 14, 2025, the Parties scheduled a mediation with Hon. David E. Jones (ret.) for July 16, 2025.

10. On July 16, 2025, the Parties participated in a full-day, private mediation before experienced mediator, Honorable David E. Jones (ret.). In advance of the mediation, Defendant provided Plaintiff's counsel with information related to, among other things, the nature and cause of the incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed. The mediation concluded with the Parties at an impasse; however, they agreed to meet and confer over the next few days to determine whether they could arrive at a resolution.

11. On or about July 22, 2025, after arms-length negotiations between experienced counsel and a full day of mediation, the Parties were ultimately able to reach an agreement on the material terms of the Settlement to resolve all claims on a classwide basis.

12. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released

Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

13. “**Action**” means the above-captioned action, *Gary Mazmanian et al. v. LCPtracker, Inc.*, Case No. 8:24-cv-02701-JAK-DFM (N.D. Cal.).

14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Plaintiffs and Defendant.

15. “**Application for Attorneys’ Fees, Costs, and Service Award**” means the application made with the Motion for Final Approval seeking a Service Award for the Class Representative, attorneys’ fees, and reimbursement for costs.

16. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for Cash Payment A – Documented Losses and/or Cash Payment B – Pro Rata Cash.

17. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

18. “**Cash Payment B – Pro Rata Cash**” means the cash compensation that Settlement Class Members may elect under the Settlement.

19. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval.

20. “**Claim Form Deadline**” shall be 15 days before the initial scheduled

Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

21. “**Claimant**” means an individual who submits a Claim Form.

22. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

23. “**Class Counsel**” means: Gregory Haroutunian of Emery Reddy, PC, Grayson Wells of Stranch, Jennings & Garvey, PLLC, John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PPLC, and Kristen Lake Cardoso of Kopelowitz Ostrow P.A.

24. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members’ names, email addresses (if available) and physical mailing addresses (if available).

25. “**Class Representatives**” means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

26. “**Credit Monitoring**” means CyEx Identity Defense Complete with 2 years of credit monitoring and identity theft protection by 1 bureau that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

27. “**Complaint**” means the First Amended Class Action Complaint filed on April 9, 2025.

28. “**Court**” means the United States District Court for the Central District of California, and the Judge(s) assigned to the Action.

29. “**Data Incident**” means the unauthorized access to or acquisition of the Private Information that took place between August 14, 2024, and August 20, 2024, as a result of the improper access of Defendant’s computer systems.

30. “**Defendant**” means LCPtracker, Inc.

31. “**Defendant’s Counsel**” means Craig J. Mariam and Michael J. Dailey of Gordon Rees Scully Mansukhani, LLP.

32. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees and Costs.

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

37. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

38. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

40. “**Net Settlement Fund**” means the amount of the Settlement Fund

following payment of Settlement Administration Costs and any attorneys' fees and costs.

41. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

43. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

44. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

45. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

46. “**Party**” means either one of the Plaintiffs or the Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

47. “**Plaintiffs**” means Gary Mazmanian and Michael McGuinness.

48. “**Private Information**” means the personally identifiable information and private health information which consists of some combination of the following: their names and Social Security numbers.

49. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to Settlement Class members by mail.

50. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

51. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

52. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

53. “**Released Claims**” means any and all claims, liabilities, rights, demands, obligations, suits, actions, or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory

relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all unknown claims) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, and any Released Claim(s) that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies or procedures as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

54. **“Released Parties”** means Defendant and Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans,

predecessors, successors, managers, administrators, executors, and trustees.

55. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. “**Service Award**” means the cash payment Class Counsel will request the Court to award the Plaintiff for serving as the Class Representative.

57. “**Settlement Administrator**” means Simpluris, Inc.

58. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

59. “**Settlement Class**” means all United States residents to whom Defendant sent an individual notification that they were affected by the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

60. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

61. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

62. “**Settlement Fund**” means the non-reversionary all cash \$495,000.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

63. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees and Costs, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

64. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to

validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

65. Within 15 days of Preliminary Approval, Defendant shall fund or cause to be funded all Settlement Administration Costs. Defendant shall fund or cause to be funded the remainder of the Settlement Fund no later than 21 days after the entry of the Final Approval Order. In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned pro rata to the Defendant.

66. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; (3) any attorneys' fees and costs, awarded by the Court; and (4) any Service Awards for the Class Representatives awarded by the Court.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a

reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

68. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and

Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

69. When submitting a Valid Claim, Settlement Class Members may elect to claim Cash Payment A – Documented Losses and/or Cash Payment B – Pro Rata Cash. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A – Documented Losses, and then to all those who elect Cash Payment B. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this

section for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Pro Rata Cash

A Settlement Class Member, regardless of whether they submitted a claim for Cash Payment A, may elect to receive Cash Payment B, which is a *pro rata* cash payment in the estimated amount of \$50.00, but subject to upwards or downwards adjustment based on the total number of claims as compared to the amount of funds remaining in the Settlement Fund after paying for Notice and Administration; Attorneys' fees and reimbursement of litigation costs; service awards; Cash Payment A; and Credit Monitoring.

c. Credit Monitoring

In addition to Cash Payment A and/or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include two years of credit monitoring by one bureau, together with identity theft protection and \$1,000,000 worth of insurance against identity theft.

d. Injunctive Relief

Prior to Final Approval, Defendant will provide Class Counsel with a written attestation regarding the security measures, including the cost associated therewith, it implemented following the Data Incident (or will implement) to better protect the Settlement Class' Private Information from future disclosure resulting from a subsequent data incident. The costs of any such security measures on the part of

Defendant were paid or will be paid separately by the Defendant and will not come out of the Settlement Fund.

VI. Settlement Approval

70. Plaintiff's Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Notices; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Simpluris, Inc. as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Gregory Harotuunian, Grayson Wells, John J. Nelson, and Kristen Lake Cardoso as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

71. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel shall oversee the Settlement

Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

72. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

73. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out

requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-

out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensure the issuance of the Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;

l. Pay Court-approved attorneys' fees and costs out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

74. Defendant will provide the Settlement Administrator with the Class List no later than 5 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

75. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

76. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

77. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim

Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

78. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by submitting the request electronically via the Settlement Website or mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

79. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be submitted electronically via the Settlement Website or sent by U.S. Mail to the

Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

80. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including

any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

81. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

82. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

83. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

84. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

85. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The

Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

86. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

87. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

88. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

89. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
 - b. Illegible Claim Form;
 - c. The Claim Form is fraudulent;
 - d. The Claim Form is duplicative of another Claim Form;
 - e. The Claimant is not a Settlement Class Member;
 - f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
 - g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
 - h. Failure to submit a Claim Form by the Claim Form Deadline;
- and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

90. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

91. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

92. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

93. No later than 75 days after Final Approval or 30 days after the Effective

Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

94. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

95. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

96. The Settlement Administrator will send an email to Settlement Class

Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

97. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees and Costs, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees and Costs. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

98. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees and Costs. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees, and Costs

99. *Service Awards* - In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in the amount not to exceed \$3,000.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date. The Service Awards payment to the Class

Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

100. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

101. This Settlement is not contingent on approval of the request for a Service Awards, attorneys' fees, and costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for a Service Award, attorneys' fees, and costs was not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

102. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the Electronic Frontier Foundation a 501(c)(3) non-profit, to be approved by the Court.

XIII. Releases

103. Upon the Effective Date, and in consideration of the Settlement relief

and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

104. Plaintiffs expressly waive all rights under California Civil Code section 1542, which provides:

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

Plaintiffs also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

105. Settlement Class members who opt out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

106. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

107. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

108. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if

any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

109. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

110. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

111. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

112. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

113. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

114. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint.

Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

115. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

116. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

117. Neither the Settlement, nor any act performed or document executed

pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

118. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

119. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the

Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effectuate the Settlement.

120. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

121. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

123. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

124. ***Integration and No Reliance.*** This Agreement constitutes a single,

integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

125. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

126. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of California, without regard to the principles thereof regarding choice of law.

127. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

128. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or

relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

129. *Notices.* All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

M. Anderson Berry
Gregory Haroutunian
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
anderson@emeryreddy.com
gregory@emeryreddy.com

John J. Nelson
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
280 S. Beverly Drive

J. Gerard Stranch, IV
Grayson Wells
**STRANCH, JENNINGS &
GARVEY, PLLC**
The Freedom Center
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

Kristen Lake Cardoso
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

Beverly Hills, CA 90212
jnelson@milberg.com

cardoso@kolawyers.com

If to Defendant or Defendant's Counsel:

Craig J. Mariam
Michael J. Dailey
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
cmariam@grsm.com
mdailey@grsm.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

130. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

131. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

132. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to

bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

133. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

134. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the

discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

135. *Receipt of Advice of Counsel.* Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

PLAINTIFF


Signed by:

C70EBDAEF79C499...
GARY MAZMANIAN

PLAINTIFF

MICHAEL MCGUINESS

CLASS COUNSEL



GREGORY HAROUTUNIAN
EMERY REDDY, PC

PLAINTIFF

Signed by:

Gary Mazmanian

10/23/2025 | 3:12 PM CDT

GARY MAZMANIAN

PLAINTIFF

Michael McGuinness

Michael McGuinness (Dec 8, 2025 13:46:27 CST)

MICHAEL MCGUINNESS

CLASS COUNSEL

Gregory Haroutunian

GREGORY HAROUTUNIAN

EMERY REDDY, PLLC

DocuSigned by:

John J. Nelson

10/23/2025 | 9:34 AM CDT

GRAYSON WELLS

STRANCH, JENNINGS & GARVEY, PLLC

John J. Nelson

JOHN J. NELSON

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN, PLLC

KRISTEN LAKE CARDOSO

KOPELOWITZ OSTROW P.A.

LCPTRACKER, INC.

By: _____

Its _____



**GRAYSON WELLS
STRANCH, JENNINGS & GARVEY, PLLC**

**JOHN J. NELSON
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

**KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.**

LCPTRACKER, INC.

By: _____
Its _____

**GRAYSON WELLS
STRANCH, JENNINGS & GARVEY, PLLC**

**JOHN J. NELSON
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Kristen Lake Cardoso

Kristen Lake Cardoso (Nov 13, 2025 11:27:11 EST)

**KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.**

LCPTRACKER, INC.

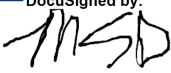
By: _____
Its _____

**GRAYSON WELLS
STRANCH, JENNINGS & GARVEY, PLLC**

**JOHN J. NELSON
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

**KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.**

LCPTRACKER, INC.

DocuSigned by:


019A842D309E4DF...
By: Mark Douglas, CEO, LCPtracker, Inc.,
signing on behalf of LCPtracker, Inc.
Its: Chief Executive Officer

EXHIBIT 1

First-Class
Mail
US Postage
Paid
Permit # _____

L Docusign Envelope ID: ED41DB8A-C127-4E8C-AB10-F992D4445C7D

c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

Mazmanian et al. v. LCPTracker Inc.

Case No. 8:24-cv-02701

**IF YOU RECEIVED NOTICE THAT YOU WERE
AFFECTED BY THE AUGUST 2024
LCPTRACKER INC DATA INCIDENT, A
PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX-«LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»



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

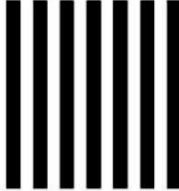
<p>W DocuSign Envelope ID: ED41DB8A-C127-4E8C-AB10-F992D4445C7D ?</p> <p>A Settlement has been reached with LCPTracker Inc ("LCPTracker") in a class action lawsuit ("Settlement"). The case is about the August 2024 cyberattack on LCPTracker's computers ("Data Incident"). Files containing private information were accessed. LCPTracker denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.</p>	<p>if you are claiming a payment for Document Losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by [Claims Deadline].</p>
<p>Who is included in the Settlement?</p> <p>The Court has defined the class as: "All United States residents to whom Defendant sent an individual notification that they were affected by the Data Incident."</p> <p>The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.</p>	<p>What if I don't want to participate in the Settlement?</p> <p>If you do not want to be part of the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue LCPTracker for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available online, explains how to exclude yourself or object.</p>
<p>What are the Settlement benefits?</p> <p>You can claim two years of Credit Monitoring Services by one credit bureau and one or both of two Cash Payment options.</p> <p>Cash Payment A – Documented Losses: if you have documented losses you can get back up to \$2,500</p> <p>Cash Payment B – Pro Rata Cash: You can also claim a one-time \$50 payment.</p> <p>Full details and instructions are available online.</p>	<p>When will the Court approve the Settlement?</p> <p>The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of 1/3 of the Settlement Fund; reimbursement of litigation costs; and \$3,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.</p>

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

DocuSign Envelope ID: ED41DB8A-C127-4E8C-AB10-F992D4445C7D



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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

POSTAGE WILL BE PAID BY ADDRESSEE

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



DocuSign Envelope ID: ED41DB8A-C127-4E8C-AB10-F992D4445C7D

<<First1>> <<Last1>>
<<Addr1>> <<Addr2>>
<<City>>, <<St>> <<Zip>>

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Only one Claim Form per Class Member.

Login ID: <<LoginID>>
PIN: <<PIN>>

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring** services and/or the \$50.00 **Pro Rata Cash** payment.

To claim a cash payment for documented losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in two years of **Credit Monitoring** services.

Check this box to claim a one-time \$50.00 **Pro Rata Cash** payment.

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please **PRINT** your email address
LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mazmanian et al. v. LCPTracker Inc.

Case No. 8:24-cv-02701

United States District Court for the Central District of California

**IF YOU RECEIVED NOTICE THAT YOU WERE AFFECTED BY THE AUGUST 2024
LCPTRACKER INC DATA INCIDENT
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND
ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with LCPTracker Inc (“LCPTracker” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on LCPTracker's computer systems that occurred in August 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.
- The lawsuit is called *Mazmanian et al. v. LCPTracker Inc.*, Case No. 8:24-cv-02701. It is pending in the United States District Court for the Central District of California (the “Litigation”).
- LCPTracker 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.
- LCPTracker'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 LCPTracker.
- 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.[SettlementWebsite].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 Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3

WHO IS IN THE SETTLEMENT 4

THE SETTLEMENT BENEFITS..... 4

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5

THE LAWYERS REPRESENTING YOU 6

EXCLUDING YOURSELF FROM THE SETTLEMENT 6

COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7

THE COURT’S FINAL APPROVAL HEARING 8

IF I DO NOTHING 9

GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The United States District Court for the Central District of California, 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 *Mazmanian et al. v. LCPTracker Inc.*, Case No. 8:24-cv-02701. It is pending in the United States District Court for the Central District of California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, LCPTracker Inc, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the August 2024 targeted cyberattack on LCPTracker's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.

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 Gary Mazmanian and Michael McGuinness. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The 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 United States residents to whom Defendant sent an individual notification that they were affected by the Data Incident.”

In this sentence “PII” means “Personally Identifiable Information.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) LCPTracker and its officers, directors, and related companies; (3) governmental entities; and (4) anyone who validly excludes themselves from the Settlement.

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

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

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

LCPTracker will establish a Settlement Fund, which will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for Class Member benefits.

All Class Members are eligible to enroll in Credit Monitoring services, and one or both of two Cash Payment options

Credit Monitoring Services. All Class Members are eligible to enroll in two years of Credit Monitoring Services by one credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between August 14, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Your exact payment may be larger or smaller than what you claim, depending on the total claims filed.

Cash Payment B – Pro Rata Cash Payment. In addition to Cash Payment A, you may claim a one-time cash payment. This payment is expected to be **\$50.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

LCPTTracker Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Gregory Haroutunian of Emery Reddy, PC; Grayson Wells of Stranch, Jennings & Garvey, PLLC; John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PPLC; and Kristen Lake Cardoso of Kopelowitz Ostrow P.A., 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 one-third of the Settlement Fund as reasonable attorneys' fees, plus reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$3,000.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue LCPTTracker 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]**.

You may opt out online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you prefer, you can also opt out by mail. To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Mazmanian et al. v. LCPTracker Inc.*, Case No. 8:24-cv-02701, pending in the United States District Court for the Central District of California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

LCPTracker Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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

Commenting on or Objecting to the Settlement

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

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

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

You may opt out online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you prefer, you may also object by mail. You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Mazmanian et al. v. LCPTracker Inc.*, Case No. 8:24-cv-02701, pending in the United States District Court for the Central District of California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

- (4) if you have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (5) if you have hired your own lawyer to represent you for this objection, provide their names and contact information (include any past lawyers who may be entitled to be paid for their work);
- (6) if your lawyer or their law firm have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (7) if you have hired your own lawyer, whether will they appear the Final Approval Hearing;
- (8) if you plan on calling witnesses at the Final Approval Hearing, provide a full list;
- (9) whether you intend to attend the Final Approval Hearing, and whether you want to speak at that hearing; and
- (10) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	LCPTracker Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court’s Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the United States District Court for the Central District of California, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

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

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

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

EXHIBIT 3

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Mazmanian et al. v. LCPTracker Inc.

Case No. 8:24-cv-02701

United States District Court for the Central District of California

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All United States residents to whom Defendant sent an individual notification that they were affected by the Data Incident.”

In this sentence “PII” means “Personally Identifiable Information.”

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) LCPTracker and its officers, directors, and related companies; (3) governmental entities; and (4) 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

LCPTracker will establish a Settlement Fund. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for Class Member benefits.

All Class Members are eligible to enroll in Credit Monitoring services, and one or both of two Cash Payment options.

Credit Monitoring Services. All Class Members are eligible to enroll in two years of Credit Monitoring Services by one credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can bet back up to **\$2,500.00**. The losses must have occurred between August 14, 2024, and [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

Mazmanian et al. v. LCPTTracker Inc.

Case No. 8:24-cv-02701

United States District Court for the Central District of California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Your exact payment may be larger or smaller than what you claim, depending on the total claims filed.

Cash Payment B – Pro Rata Cash Payment. In addition to Cash Payment A, you may claim a one-time cash payment. This payment is expected to be **\$50.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

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

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

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

You may also print out and complete this Claim Form, and submit it by U.S. mail. An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

Mazmanian et al. v. CPTracker Inc.

Case No. 8:24-cv-02701

United States District Court for the Central District of California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. CASH PAYMENT B – PRO RATA CASH PAYMENT

Check this box if you want to claim a one-time \$50.00 cash payment.

V. PAYMENT SELECTION

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

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

Venmo
Mobile number, if different than you provided in Section 1: _____

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

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.

VI. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT 4

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GARY MAZMANIAN and
MICHAEL MCGUINNESS,
individually and on behalf of all others
similarly situated ,

Plaintiffs,

v.

LCPTRACKER, INC.,

Defendant.

Case No. 8:24-cv-02701-JAK-DFM

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

Judge: Hon. John A. Kronstadt _

THIS MATTER HAVING come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a Settlement between Plaintiff Michael McCalmon, individually, and on behalf of the proposed Settlement Class, and Defendant LCPTracker, Inc., and this Court having reviewed the Settlement Agreement and attachments thereto, executed by the Parties and submitted to the Court with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement;

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IT IS HEREBY ORDERED as follows:

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

2. The Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1).

3. For purposes of the Settlement, and conditioned upon the Settlement receiving Final Approval following the Final Approval Hearing, this Court hereby conditionally certifies the Settlement Class defined as follows and subject to the stated exclusions below:

all United States residents to whom Defendant sent an individual notification that they were affected by the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

1 5. For purposes of settlement only, the Court finds and determines that
2 Plaintiffs Gary Mazmanian and Michael McGuinness will fairly and adequately
3 represent the interests of the Settlement Class in enforcing their rights in the action,
4 and appoints him as the Class Representative.

5 6. For purposes of settlement only, the Court appoints as Class Counsel:
6 Gregory Haroutunian of Emery Reddy, PC, Grayson Wells of Stranch, Jennings &
7 Garvey, PLLC, John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PPLC,
8 and Kristen Lake Cardoso of Kopelowitz Ostrow P.A.

9 7. Simpluris, Inc. is appointed as Settlement Administrator. The Settlement
10 Administrator shall abide by the terms and conditions of the Agreement that pertain
11 to the Settlement Administrator.

12 8. The Settlement, on the terms and conditions stated in the Agreement, is
13 preliminarily approved by this Court as being fair, reasonable, and adequate, free of
14 collusion or indicia of unfairness, and within the range of possible final approval.

15 9. The Final Approval Hearing will be held on _____, **2026 at**
16 _____ **a.m./p.m.** before the Honorable John A. Kronstadt in Courtroom 10C of the
17 First Street U.S. Courthouse, in the United States District Court for the Central
18 District of California, located at 350 W. 1st Street, Los Angeles, CA 90012, to
19 consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement;
20 (b) any objections made by Settlement Class Members to the proposed Settlement;
21 (c) whether the Settlement should be finally approved by this Court; (d) Class
22 Counsel’s Application for Attorneys’ Fees, Costs, and Service Award; and (e) such
23 other matters as this Court may deem proper and necessary.

24 10. Class Counsel are to file and serve the Motion for Final Approval,
25 including the Application for Attorneys’ Fees, Costs, and Service Award, no later
26 than 45 days before the original date set for the Final Approval Hearing. The
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Application for Attorneys’ Fees, Costs, and Service Award will be heard concurrently with the request for Final Approval.

11. The proposed forms of Notice to the Settlement Class are attached to the Agreement as Exhibits 1 and 2, and are hereby approved for the purpose of notifying the members of the Settlement Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the members of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the members of the Settlement Class substantially in the forms approved. The Parties may by mutual written consent make non-substantive changes to the Notice without Court approval. The Settlement Administration Costs will be paid from the Settlement Fund.

12. The Notice Program shall be substantially completed no later than 45 days before the original date set for the Final Approval Hearing. The Long Form Notice shall be posted on the Settlement Website created by the Settlement Administrator and be available on request made to the Settlement Administrator.

13. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

14. The Postcard Notice and Long Form Notice, as set forth in Exhibits 1 and 2 to the Agreement, and approved by this Preliminary Approval Order, is the best notice practicable, and is reasonably calculated, under the circumstances, to apprise the members of the Settlement Class of the pendency of the Action and their right to participate in, object to, or exclude themselves from the Settlement. This Court further

1 finds that the Postcard Notice and Long Form Notice are due and sufficient notice of
2 the Final Approval Hearing date, the Settlement, the Motion for Final Approval and
3 Application for Attorneys' Fees, Costs, and Service Award, and other matters set forth
4 in the Agreement, and that the Postcard Notice and Long Form Notice fully satisfy
5 Rule 23 of the Federal Rules of Civil Procedure and the Due Process Clause(s) of the
6 United States Constitution, to all persons entitled thereto.

7 15. Any member of the Settlement Class who intends to object to the fairness,
8 reasonableness, and adequacy of the Settlement, including Class Counsel's
9 Application for Attorneys' Fees, Costs, and Service Awards, must object in writing
10 and send the objection by mail to the Clerk of Court, Class Counsel, Defendant's
11 Counsel, and the Settlement Administrator. For an objection to be considered by the
12 Court, the objection must be submitted no later than the last day of the Objection
13 Period, as specified in the Notice. If submitted by mail, an objection shall be deemed
14 to have been submitted when posted if received with a postmark date indicated on the
15 envelope if mailed first-class postage prepaid and addressed in accordance with the
16 instructions. If submitted by private courier (e.g., Federal Express), an objection shall
17 be deemed to have been submitted on the shipping date reflected on the shipping label.
18 There shall be no combined, collective, or joint objections and, in the event any
19 combined, collective, or joint objections are submitted, they shall be deemed invalid
20 as to all such persons.

21 16. For an objection to be considered by the Court, the objection must also set
22 forth:

- 23 (i) The name of this case, which is *Mazmanian et al. v. LCPTracker,*
24 *Inc.*, United States District Court for the Central District of
25 California, Case No. 8:24-cv-02701-JAK-DFM;
26 (ii) the objector's full name, mailing address, telephone number, and
27 email address (if any);
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- (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (iv) the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (vii) the objector’s signature (an attorney’s signature is not sufficient).

Any member of the Settlement Class who does not provide a timely and written objection shall have waived any objection and forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement and Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award.

17. Members of the Settlement Class may elect to opt-out of the Settlement Class at any time during the Opt-Out Period. In the event a member of the Settlement Class wishes to opt-out of the Settlement Class and not to be bound by the Agreement, that person must mail a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

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18. Any member of the Settlement Class who submits a timely opt-out request may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Agreement.

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

20. In the event that (a) this Court does not finally approve the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order as provided in all material respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final for any other reason consistent with the terms of the Agreement, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending this litigation, the conditional class certification effected herein will be null and void, and Defendant shall have the right to object to certification of the Settlement Class or any other class at any future time.

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

22. The Parties are directed to carry out their obligations under the Agreement.

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

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Summary of Applicable Dates

Deadline to commence Notice Program	30 days after entry of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initially scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award	45 days before the initially scheduled Final Approval Hearing
Opt-Out Period Ends	30 days before the initially scheduled Final Approval Hearing
Objection Period Ends	30 days before the initially scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initially scheduled Final Approval Hearing
Final Approval Hearing	_____ a.m./p.m., 2026 at _____

IT IS SO ORDERED.

Dated: _____

THE HON. JOHN A. KRONSTADT

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$495K LCPtracker Settlement Resolves Class Action Lawsuit Over August 2024 Data Breach](#)
