

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement<sup>1</sup> and Release is entered into by and between Plaintiffs Katrina McAlister and Darren Lovingood<sup>2</sup>, individually and on behalf of all others similarly situated, and Schuster Company. As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *McAlister v. Schuster Company*, Case No. 5:25-cv-04015-KEM filed in the United States District Court for the Northern District of Iowa, Western Division. The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

### **I. FACTUAL BACKGROUND AND RECITALS**

On or about January 30, 2024, Defendant experienced a network disruption and immediately began an investigation into the matter. As a result of the investigation, Defendant determined that certain files may have been accessed or acquired without authorization between approximately January 23, 2024 and January 30, 2024.

On or about March 19, 2024, Defendant began sending written notification letters to potentially affected individuals informing them of the Data Incident and offering complimentary identity protection services.

On April 2, 2025, Plaintiff filed her class action lawsuit against Defendant related to a cybersecurity incident that Defendant discovered in January 2024 in the United States District Court for the Northern District of Iowa. The complaint alleged that Defendant failed to adequately secure its network and, as a result, cybercriminals were able to access Defendant's network and the Personal Information of current and former employees and clients, including names, Social Security numbers, and driver license or state identification numbers.

Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in Plaintiffs' Class Action Complaint and the Action; (ii) that the Class Representatives in the Action and the class they purport to represent have suffered any damages; and (iii) that the Action satisfies the requirements to be certified or tried as a class action. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

The Settlement Agreement resolves all claims of Plaintiffs and Settlement Class Members

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

<sup>2</sup> Although not originally named in the operative complaint, Darren Lovingood is an additional individual whose claims arise out of the same underlying facts, data incident, and alleged conduct at issue in this action. The Parties have agreed to include Mr. Lovingood as a Settlement Class Representative for purposes of this Settlement, and he releases the same claims on the same terms as the named Plaintiff.

related to the alleged disclosure of their Personal Information as a result of the Data Incident.

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

In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

## II. DEFINITIONS

1. “**Action**” means the lawsuit captioned *McAlister v. Schuster Company*, Case No. 5:25-cv-04015-KEM, pending in the United States District Court for the Northern District of Iowa, Western Division.
2. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Settlement Agreement and Release, including all exhibits attached hereto.
3. “**Alternative Cash Payment**” means the one-time cash payment of Fifty Dollars (\$50.00) that Settlement Class Members may elect to receive in lieu of claiming Out-of-Pocket Losses or Lost Time Compensation.
4. “**Approved Claim**” means a timely and properly submitted claim by a Settlement Class Member that has been approved as a Valid Claim by the Settlement Administrator.
5. “**CAFA**” means the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2).
6. “**Claim**” means the submission of a Claim Form by a Settlement Class Member.
7. “**Claim Form**” means the form(s) Settlement Class Members must submit to be eligible for Settlement Class Member Benefits, which shall be available online and by mail, in a form to be approved by the Court.
8. “**Claims Deadline**” means the postmark date or online submissions deadline by which Settlement Class Members must submit complete Claim Form(s) to be considered timely, which will occur 90 days from the Notice Deadline.
9. “**Claims Period**” means the period during which Settlement Class Members may submit a Claim Form to receive Settlement benefits, which will start on the Notice Deadline and end on the Claims Deadline.
10. “**Class Counsel**” means Raina C. Borrelli of Strauss Borrelli, PLLC.
11. “**Class Representatives**” or “**Plaintiffs**” means Katrina McAlister (who also intends to use the surname Lovingood following marriage) and Darren Lovingood.

12. “**Complaint**” means the Class Action Complaint filed on April 2, 2025 in the Action.

13. “**Court**” means the United States District Court for the Northern District of Iowa, Western Division, or such other judge to whom the Action may be assigned.

14. “**Credit Monitoring**” means two (2) years of one-bureau credit monitoring services to be provided to Settlement Class Members who elect to enroll in such services.

15. “**Data Incident**” means the cybersecurity incident that occurred between approximately January 23, 2024 and January 30, 2024, during which an unauthorized third party allegedly accessed Defendant’s computer network and certain files containing Personal Information.

16. “**Defendant**” means Schuster Company, an Iowa corporation with its principal place of business at 2605 Lincoln Ave. SW, Le Mars, Iowa 51031.

17. “**Defendant’s Counsel**” means David A. Yudelson of Constangy, Brooks, Smith & Prophete LLP

18. “**Effective Date**” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

19. “**Email Notice**” means the email form of Notice to be sent to Settlement Class Members for whom Defendant has a valid email address on file.

20. “**Final**” shall mean the occurrence of all of the following events: (i) the Settlement under to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

21. “**Final Approval Order and Judgment**” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of the Federal Rules of Civil Procedure; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel

will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

22. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement under the Federal Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment. The Final Approval Hearing shall be scheduled for a date no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

23. “**Lost Time Compensation**” means compensation at the rate of Twenty Dollars (\$20.00) per hour for up to four (4) hours (total maximum of Eighty Dollars (\$80.00)) for time spent by Settlement Class Members addressing issues related to the Data Incident, which must be attested to by the claimant under penalty of perjury.

24. “**Long-form Notice**” means the detailed notice of the Settlement to be posted on the Settlement Website and made available to Settlement Class Members by mail upon request, in a form to be approved by the Court.

25. “**Notice**” means, collectively, the Email Notice, Postcard Notice, and Long Form Notice of the Settlement.

26. “**Notice Deadline**” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

27. “**Notice Program**” means the Court-approved program for providing Notice to the Settlement Class, which shall include direct notice by email or U.S. Mail, the Settlement Website, and a toll-free telephone number.

28. “**Objection Deadline**” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

29. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “**Out-of-Pocket Losses**” means documented, unreimbursed expenses incurred by Settlement Class Members as a result of the Data Incident, for which Settlement Class Members may claim reimbursement of up to Two Thousand Five Hundred Dollars (\$2,500.00) per person upon submission of adequate third-party documentation.

31. “**Parties**” means, collectively, Plaintiffs and Defendant, and “**Party**” means either one of them.

32. “**Personal Information**” names, Social Security numbers, dates of birth, and driver's license or state identification numbers.

33. **“Postcard Notice”** means the postcard form of Notice to be mailed to Settlement Class Members for whom Defendant does not have a valid email address, or where Email Notice is returned as undeliverable, in a form to be approved by the Court.

34. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Federal Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.

35. **“Released Claims”** means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, filed or unfiled, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, liquidated or contingent, that Plaintiff or any Settlement Class Member had, now has, or hereafter may have against the Released Parties, which arise out of, are based upon, or relate to the Data Incident or the allegations in the Action, including but not limited to: (a) All claims that were asserted or could have been asserted in the Action; (b) All claims arising from or related to the Data Incident; (c) All claims arising from or related to Defendant's data security practices, policies, or procedures as they relate to the Data Incident; (d) All claims arising from or related to Defendant's response to the Data Incident, including the timing and content of notifications sent to affected individuals; (e) All claims for damages, injunctive relief, or other remedies arising from or related to the Data Incident; (f) All claims under federal, state, or local law, statute, regulation, ordinance, or common law arising from or related to the Data Incident, including but not limited to claims for negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, invasion of privacy, unjust enrichment, declaratory judgment, or violation of consumer protection statutes including the Iowa Consumer Fraud Act; and (g) All Unknown Claims as defined below.

36. **“Released Parties”** means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, Representative, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

37. **“Releasing Parties”** means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who

claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, Representative, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in this Agreement.

38. “**Request for Exclusion**” or “**Opt-Out Request**” means a written request by a Settlement Class Member to be excluded from the Settlement Class, submitted in accordance with the procedures set forth in this Agreement and the Notice.

39. “**Service Award Payment**” means compensation awarded by the Court and paid to each Settlement Class Representative in recognition of their role in this litigation, which shall not exceed \$3,000 per Class Representative, as approved by the Court.

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

41. “**Settlement Administration Costs**” means all costs and expenses incurred in administering the Settlement, including all costs of providing Notice, processing claims, distributing Settlement Class Member Benefits, and maintaining the Settlement Website and toll-free telephone number.

42. “**Settlement Class**” means all individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident. All members of the Settlement Class that do not opt-out of the settlement shall be referred to as Settlement Class Members. The Settlement Class specifically excludes: (i) Schuster, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

44. “**Settlement Class Member Benefits**” means the benefits available to Settlement Class Members under the Settlement, including Credit Monitoring and one of one of two cash payment options: (i) Out-of-Pocket Losses, which may be combined with Lost Time Compensation; or (ii) Alternative Cash Payment.

45. “**Settlement Website**” means the website to be established and maintained by the Settlement Administrator where Settlement Class Members may obtain information about the Settlement, view relevant documents, and submit claims online.

46. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including the Class Representatives, does not know or suspect to exist in his or her favor

at the time of the release of the Released Parties arising out of or related to the Data Incident and claims pled in the Complaint that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including the Named Plaintiffs, expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims. With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by Iowa law, or the law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Settlement Class Members 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 Released Claims, including Unknown Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

47. **“Valid Claim”** means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

### **III. SETTLEMENT BENEFITS**

48. Defendant has agreed to pay, or cause to be paid, the following benefits to Settlement Class Members who submit Valid Claims.

49. **Credit Monitoring.** All Settlement Class Members are eligible to receive two (2) years of one-bureau credit monitoring services provided by a reputable credit monitoring company. Settlement Class Members who wish to receive Credit Monitoring must affirmatively elect this benefit on their Claim Form or through a separate enrollment process established by the Settlement Administrator.

50. **Cash Payment Options.** In addition to Credit Monitoring, all Settlement Class

Members may elect ONE (1) of the following cash payment options: (i) Out-of-Pocket Losses, which may be combined with Lost Time Compensation, subject to a combined maximum of Two Thousand Five Hundred Dollars (\$2,500.00) per Settlement Class Member; OR (ii) an Alternative Cash Payment of Fifty Dollars (\$50.00), in lieu of claims for Out-of-Pocket Losses or Lost Time Compensation.

a. **Out-of-Pocket Losses.** Settlement Class Members may claim reimbursement for documented, unreimbursed out-of-pocket expenses and losses that were incurred as a result of the Data Incident, up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) per Settlement Class Member.

(i) Eligible expenses include, by way of example unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

(ii) To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper 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 any credit monitoring and identity theft protection product.

(iii) If a Settlement Class Member does not submit sufficient documentation for a claimed loss, or if the Settlement Administrator rejects the Claim and the Settlement Class Member fails to timely cure the deficiency, the Claim will be rejected. In such circumstances, provided the Claim was otherwise timely submitted, the Settlement Class Member will instead be treated as having elected the Alternative Cash Payment (as described below).

b. **Option 1: Lost Time Compensation.** Settlement Class Members who claim Out-of-Pocket Losses may elect this option or the Alternative Cash Payment below, but must choose only one. Settlement Class Members may claim compensation for time reasonably spent addressing issues arising from the Data Incident, at a rate of Twenty Dollars (\$20.00) per hour, for up to four (4) hours, for a maximum payment of Eighty Dollars (\$80.00). Settlement Class Members claiming Lost Time Compensation must provide a detailed description of the time spent and the activities performed. The Settlement Class Member must attest under penalty of perjury that the information provided is true and accurate. While third-party documentation is not required for Lost Time Compensation, the Settlement Administrator may request additional information to verify the claim. Lost Time Compensation is available only to Settlement Class Members who do not elect the Alternative Cash Payment and is subject to the \$2,500.00 aggregate cap for Out-of-Pocket Losses and Lost Time combined.

c. **Option 2: Alternative Cash Payment.** In lieu of claiming Lost Time

Compensation or Out-of-Pocket Losses, Settlement Class Members may elect to receive a one-time Alternative Cash Payment of Fifty Dollars (\$50.00). No documentation is required for this payment.

51. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

52. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form; and (3) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect provided that such cure is submitted prior to the Claims Deadline or within fourteen (14) days of the request, whichever is later. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.
- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

#### IV. PAYMENTS TO SETTLEMENT CLASS MEMBERS

53. **Payment Timing.** Payments for Valid Claims for Pro Rata Cash Payments shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member. Settlement Payments shall be issued within thirty (30) days after the Effective Date, or as soon as practicable thereafter.

54. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

55. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. All time periods relating to replacement checks shall run from the date of issuance of the reissued check.

56. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

57. **Deceased/Incapacitated Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, incapacitated, or subject to guardianship during the Claims Period, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

#### II. CLAIMS AND DISTRIBUTION OF SETTLEMENT BENEFITS

58. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement

Website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

### III. SETTLEMENT CLASS NOTICE

59. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

60. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiffs may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Short Form Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.
- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claim Forms will be accepted via email."
- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form

Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.

- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder Notice will be sent via email to Settlement Class Members for whom an email address is available, and via U.S. Mail to Settlement Class Members for whom a valid mailing address is available.

## V. OPT-OUTS AND OBJECTIONS

61. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short Form Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

62. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

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

Settlement Agreement shall be through the provision of Paragraph 62. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

63. Within ten (10) days after the Opt-Out Deadline as approved by the Court, if there have been more than 100 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Action or from counsel to any other party to the Action.

## **VI. DUTIES OF SETTLEMENT ADMINISTRATOR**

64. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

65. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing Settlement payments of Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class

Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;

- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any remaining funds resulting from uncashed settlement funds or otherwise in the manner requested by the Parties; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

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

67. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of Settlement Benefits; (iii) the formulation, design or terms of the disbursement of Settlement Benefits; (iv) the determination, administration, calculation or payment of any claims related to the Settlement Benefits; (v) any losses suffered by, or fluctuations in the value of the Settlement Benefits; or (vi) the payment or withholding of any

Taxes and Tax-Related Expenses.

68. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs in the amount of \$21,000, including the costs of direct mail notice and reminder notice(s), will be paid directly by Defendant.

## VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

69. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

70. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement as soon as practicable after the execution of this Settlement Agreement.

71. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. The Final Approval Hearing shall be scheduled for a date no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

72. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## VIII. MODIFICATION AND TERMINATION

73. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

74. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in

the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

## **IX. RELEASES**

75. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Class Representative, shall be deemed to have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Parties that were or could have been plead in the Action and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate in any way to (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited in Plaintiffs' Class Action Complaint or the Action, or any similar state or federal law, statute, or regulation.

Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

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 any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **X. SERVICE AWARD PAYMENTS**

76. **Service Award Payment.** As part of the Settlement, Defendant agrees to pay the Class Representatives a Service Award Payment of \$3,000, for a total of \$6,000. Payment of the Service Award Payment shall be paid directly by Defendant. This term was negotiated after the Parties reached an agreement on the total settlement amount.

77. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payment in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

## **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

78. **Attorneys' Fees.** Schuster, Inc., has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any litigation costs and expenses, in an amount not to exceed \$140,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. The Attorney's Fees Payment shall be paid by a check made payable to Class Counsel jointly, for which a 1099-MISC shall issue, within thirty days of the Effective Date. The payment of attorneys' fees, costs, and expenses was not discussed until after the substantive terms of the Settlement were agreed upon. The payment of attorneys' fees, costs, and expenses will be paid separate and apart from other benefits to Settlement Class Members.

79. Class Counsel shall file the Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Service Awards no later than forty-five (45) days before the Final Approval Hearing.

## **XII. NO ADMISSION OF LIABILITY**

80. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

81. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed, or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim

made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

### **XIII. MISCELLANEOUS**

82. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

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

84. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

85. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

86. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

87. **Currency.** All dollar amounts are in United States dollars (USD).

88. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

89. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Class Representatives and Defendant each acknowledge that each has been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

90. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

91. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

**AGREED TO AND ACCEPTED:**

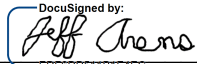
**Katrina McAlister aka Katrina Lovingood**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Plaintiff*

**Darren Lovingood**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Plaintiff*

**Schuster Company**


Date: 4/22/2026 By:   
Jeff Arens  
Vice President

90. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

91. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

**AGREED TO AND ACCEPTED:**

**Katrina McAlister aka Katrina Lovingood**

Date: 04 / 23 / 2026 By:   
*Plaintiff*

**Darren Lovingood**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Plaintiff*

**Schuster Company**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jeff Arens  
Vice President

90. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

91. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

**AGREED TO AND ACCEPTED:**

**Katrina McAlister aka Katrina Lovingood**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Plaintiff*

**Darren Lovingood**

Date: 04 / 23 / 2026 By: \_\_\_\_\_  
*Plaintiff*

**Schuster Company**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jeff Arens  
Vice President

**— EXHIBIT A —**

Schuster Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

***McAlister v. Schuster Company***  
Case No. 5:25-cv-04015-KEM

**IF YOUR PERSONAL INFORMATION WAS  
POTENTIALLY IMPACTED IN THE JANUARY  
2024 SCHUSTER 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. This Notice explains  
your rights.*

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

THIS NOTICE IS ONLY A SUMMARY.

VISIT [WWW.SETTLEMENTWEBSITE.COM](http://WWW.SETTLEMENTWEBSITE.COM)

OR SCAN THIS QR CODE

FOR ADDITIONAL INFORMATION.



### Why am I receiving this notice?

A Settlement has been reached with Schuster Company ("Schuster") in a class action lawsuit ("Settlement"). The case involves a January 2024 cybersecurity incident affecting Schuster's computer systems ("Data Incident"), in which files that may have contained Personal Information were potentially accessed. Schuster 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.

### Who is included in the Settlement?

The Court has defined the class as: "All individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

### What are the Settlement benefits?

You can claim two years of **Credit Monitoring** by a credit bureau and one of two **Cash Payment** options.

**Cash Payment A – Out-of-Pocket Losses:** If you have documented, unreimbursed out-of-pocket losses related to fraud or identity theft, you can get back up to **\$2,500**. You may also claim **Lost Time Compensation** of \$20/hour for up to 4 hours (\$80 maximum) for time spent addressing issues related

to the Data Incident. The combined total of both is capped at \$2,500.00.

**Cash Payment B – Alternative Cash Payment.** Instead of Cash Payment A, you may claim a one-time **\$50.00** cash payment. Full details and instructions are available online and in the Long Form Notice.

### How do I receive a benefit?

File your claims online or by USPS mail. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

### What if I don't want to participate in the Settlement or do not like it?

If you **do not want to be part of the Settlement**, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Schuster for the claims made in this lawsuit. If you opt-out, you cannot make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explain how to exclude yourself or object.

### When will the Court approve the Settlement?

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 and costs of up to \$140,000, and \$3,000 as a Service Award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to

— **EXHIBIT B** —

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*McAlister v. Schuster Company*

Case No. 5:25-cv-04015-KEM

United States District Court for the Northern District of Iowa, Western Division

**IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED IN THE JANUARY 2024 SCHUSTER 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 Schuster Company (“Schuster” or “Defendant”) in a class action lawsuit. This case is about the January 2024 cybersecurity incident involving Schuster's computer systems (“Data Incident”). Certain files that contained Personal Information may have been accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; and driver’s license numbers or state identification information.
- The lawsuit is called *McAlister v. Schuster Company*, Case No. 5:25-CV-04015-KEM. It is pending in the United States District Court for the Northern District of Iowa, Western Division (“Litigation”).
- Schuster denies that it did anything wrong, and the Court has not decided who is right.
- The Parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Schuster's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Schuster.
- 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
<b>SUBMIT A CLAIM</b>	<p>The only way to receive Settlement Class Member 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 <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p>	<u>          </u> , 2026
<b>OPT-OUT OF THE SETTLEMENT</b>	You can choose to opt-out of the Settlement, and if you do, you will not receive a Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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 Class Member benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. 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 and released by this Settlement.	No Deadline

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

## WHAT THIS NOTICE CONTAINS

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## Basic Information

### 1. Why was this Notice issued?

The United States District Court for the Northern District of Iowa, Western Division, 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 *McAlister v. Schuster Company*, Case No. 5:25-CV-04015-KEM. It is pending in the United States District Court for the Northern District of Iowa, Western Division. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Schuster is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during a January 2024 cybersecurity incident involving Schuster’s computer systems, certain files that contained Personal Information may have been accessed. These files may have contained personal information such as names; Social Security numbers; and driver’s license numbers or state identification information. Schuster maintains that there is no evidence of the misuse, or attempted misuse, of any potentially impacted information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representatives are Katrina McAlister and Darren Lovingood. Everyone included in this Action are the Settlement 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 Settlement Class Members to receive

benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are directors and officers of Schuster Company; (b) all Settlement Class Members who timely and validly opt-out; (c) the presiding judge, staff, and family; and (d) any person found by a court of competent jurisdiction to have criminally caused, aided, or abetted the Data Incident, or who pleads nolo contendere.

If you are not sure whether you are a Settlement 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: Schuster 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?

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

**Credit Monitoring.** All Settlement Class Members are eligible to enroll in two (2) years of CyEx Financial Shield. This comprehensive services includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

#### **CASH PAYMENTS:**

Settlement Class Members who have documented losses related to fraud and/or identity theft may claim

**Cash Payment A – Out-of-Pocket Losses**, which may be combined with **Lost Time Compensation**.

Alternatively, Settlement Class Members may claim **Cash Payment B – Alternative Cash Payment**, which is a one-time payment of cash in the amount of \$50.00.

You may claim only **one** payment from these options.

**Cash Payment A – Out-of-Pocket Losses.** If you incurred actual, documented, unreimbursed out-of-pocket losses related to fraud and/or identity theft due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between January 23, 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 receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing 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.

**Lost Time Compensation.** In addition to claiming Out-of-Pocket Losses, you may also claim compensation for time you reasonably spent addressing issues arising from the Data Incident. You may claim **\$20.00 per hour for up to 4 hours** (maximum of **\$80.00**). The combined total of Out-of-Pocket Losses and Lost Time Compensation is subject to a **\$2,500.00 combined maximum**. You must provide a detailed description of the time spent and activities performed, and attest under penalty of perjury that the information is true and accurate. Third-party documentation is not required for this component, but the Settlement Administrator may request additional information to verify the claim.

**-OR-**

**Cash Payment B – Alternative Cash.** Instead of Cash Payment A, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or any documentation to claim this payment, however, the Settlement Administrator reserves the right to verify your identity and class membership to prevent fraud.

**Important:** If you submit a timely Claim Form for Out-of-Pocket Losses but do not provide sufficient documentation, your claim will not be rejected outright. Instead, it will be automatically treated as a claim for the \$50.00 Alternative Cash Payment, provided it was otherwise timely submitted.

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: Schuster 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 Settlement Class?

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Schuster about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://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](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Schuster 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](mailto: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 Class Member Benefits will be distributed if the Court grants Final Approval, and after any appeals are resolved.

Please be patient.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli and Cassandra P. Miller of Strauss Borrelli PLLC, to represent you and other Settlement 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 up to \$140,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Schuster.

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 by Schuster.

## Opting-Out 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 an Opt-Out Request.

If you opt-out, 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 opt-out. However, you will keep any rights you may have to sue Schuster on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *McAlister v. Schuster Company*, Case No. 5:25-cv-04015-KEM, pending in the United States District Court for the Northern District of Iowa, Western Division;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" 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:

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

Your Opt-Out Request must be submitted and postmarked 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 Settlement 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 opted-out from the Settlement (**see Question 15**)

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

- (1) the name of the Litigation: *McAlister v. Schuster Company*, Case No. 5:25-cv-04015-KEM, pending in the United States District Court for the Northern District of Iowa, Western Division;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five 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;
- (5) 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, Costs, and Service Awards;
- (6) 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;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (10) your signature (if you have hired your own lawyer, their signature is not sufficient).

Class Counsel and/or Defendant’s counsel may conduct discovery on any Objector or their counsel.

For your objection to be considered, 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 by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant’s Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	Schuster Data Incident Settlement ATTN: Objections

	[PO Box Number] Santa Ana, CA 92799-9958
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Class Counsel	Counsel for Defendants
Raina C. Borrelli Cassandra P. Miller <b>Strauss Borrelli PLLC</b> 980 N Michigan Ave, Ste 1610 Chicago, IL 60611-7502	David A. Yudelson Rob Yang <b>Constangy, Brooks, Smith &amp; Prophete LLP</b> 2029 Century Park East, Ste. 1100 Los Angeles, CA 90067

## 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 opt-out from the Settlement. Opting-out from the Settlement is 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] Central Time, in Room [Court Room] of the United States District Court for the Northern District of Iowa, Western Division, at [Court Address].

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement 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](http://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: Schuster 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 C —**

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

«Case\_Name»  
Case No. 5:25-cv-04015-KEM  
«Court»

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

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

**Who is eligible to file a Claim Form?** The court has defined the Settlement Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident.”

**Excluded from the Settlement Class** are: (a) all persons who are directors and officers of Schuster Company; (b) all Settlement Class Members who timely and validly opt-out; (c) the presiding judge, staff, and family; and (d) any person criminally found to have caused the Data Incident.

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

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

**Credit Monitoring.** All Settlement Class Members are eligible to enroll in two (2) years of CyEX Financial Shield. This comprehensive service includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

**CASH PAYMENTS.**

Settlement Class Members who have documented losses related to fraud and/or identity theft may claim **Cash Payment A – Out-of-Pocket Losses**, which may be combined with **Lost Time Compensation**.

Alternatively, Settlement Class Members may claim **Cash Payment B – Alternative Cash**, which is a one-time payment of cash in the amount of \$50.00.

You may claim only **one** payment from these options.

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]

«Case\_Name»  
Case No. 5:25-cv-04015-KEM  
«Court»

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

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

**Cash Payment A – Out-of-Pocket Losses.** If you incurred actual, documented, unreimbursed out-of-pocket losses related to fraud and/or identity theft due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between January 23, 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 receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing 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.

**Lost Time Compensation.** In addition to claiming Out-of-Pocket Losses, you may also claim compensation for time you reasonably spent addressing issues arising from the Data Incident. You may claim **\$20.00 per hour for up to 4 hours** (maximum of **\$80.00**). The combined total of Out-of-Pocket Losses and Lost Time Compensation is subject to a **\$2,500.00 combined maximum**. You must provide a detailed description of the time spent and activities performed, and attest under penalty of perjury that the information is true and accurate. Third-party documentation is not required for this component, but the Settlement Administrator may request additional information to verify the claim.

**-OR-**

**Cash Payment B – Alternative Cash.** Instead of Cash Payment A, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or any documentation to claim this payment however, the Settlement Administrator reserves the right to verify your identity and class membership to prevent fraud.

**Important:** If you submit a timely Claim Form for Out-of-Pocket Losses but do not provide sufficient documentation, your claim will not be rejected outright. Instead, it will be automatically treated as a claim for the \$50.00 Alternative Cash Payment, provided it was otherwise timely submitted.

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

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]**

«*Case\_Name*»  
Case No. 5:25-cv-04015-KEM  
«Court»

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIM IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN 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.

You must submit your Claim Form online or by mail 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]**

«Case\_Name»  
Case No. 5:25-cv-04015-KEM  
«Court»

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

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

**II. CREDIT MONITORING**

Check this box if you would like to enroll in two (2) years of Cyex Financial Shield.

**III-A. CASH PAYMENT A – OUT-OF-POCKET LOSSES**

Check this box if you would like to claim reimbursement for documented, unreimbursed out-of-pocket expenses related to fraud and/or identity theft resulting from the Data Incident. You can get back up to **\$2,500.00** (combined with Lost Time Compensation in Section III-B). **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

<i>Description of Documentation Provided</i>	<i>Amount</i>
<b>TOTAL CLAIMED:</b>	

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]**

«Case\_Name»  
Case No. 5:25-cv-04015-KEM  
«Court»

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

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

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

**III-B. CASH PAYMENT A – LOST TIME COMPENSATION**

Check this box if you would like to claim compensation for time reasonably spent addressing issues arising from the Data Incident. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV.**

You may claim compensation at a rate of **\$20.00 per hour for up to 4 hours (maximum \$80.00)**. The combined total of Out-of-Pocket Losses (Section III) and Lost Time Compensation (Section III-B) is capped at **\$2,500.00**. You must provide a detailed description of the time spent and the activities performed, and attest under penalty of perjury that the information is true and accurate. Third-party documentation is not required, but the Settlement Administrator may request additional information to verify the claim.

Hours Claimed (max 4)	Date(s) of Activities	Description of Activities Performed	Total Claimed (\$20 × hours)

**IV. CASH PAYMENT B – ALTERNATIVE CASH PAYMENT**

Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III OR III-B.**

**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: \_\_\_\_\_

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]

«Case\_Name»  
Case No. 5:25-cv-04015-KEM  
«Court»

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

«DATA\_INCIDENT» SETTLEMENT CLAIM FORM

**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, including 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

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



— **EXHIBIT D** —

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«FIRST NAME» «LAST NAME»  
<<RefNum>>

Dear [CLASS MEMBER'S NAME],

This is a reminder that the deadline to submit your claim in the McAlister v. Schuster Company Settlement is approaching. Your claim must be submitted online or postmarked by [CLAIMS DEADLINE].

by CyEx Financial Shield – free to enroll.
: Up to for documented losses related to fraud or identity theft. of \$20/hour for up to 4 hours (\$80 max) may also be claimed. The combined maximum is \$2,500.00. Documentation required.
: A flat cash payment with no documentation required. You can choose this even if you did not experience fraud.

Online (fastest):
By mail: Complete and sign the Claim Form and postmark it by .
By phone: Call to request a paper Claim Form.
By email: [SETTLEMENT EMAIL ADDRESS]

If you have already submitted a claim, no further action is required.

If you did not submit an opt out by \_\_\_\_\_, you remain part of the Settlement Class and may submit a claim for benefits described in this Notice. For full details about the Settlement, your rights, and available benefits, visit \_\_\_\_\_ or call \_\_\_\_\_.

**— EXHIBIT E —**

\_\_\_\_\_, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

,

Defendant.

Case No. 25-CV-4015-CJW-KEM

Chief Judge C.J. Williams

Chief Magistrate Judge

Kelly K.E. Mahoney

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Before the Court is Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement Agreement”) between Plaintiff Katrina McAlister (“Plaintiff”) and Schuster Company (“Defendant”) (together, the “Parties”) with accompanying exhibits and Plaintiff’s Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.<sup>1</sup> This class action case (the “Action”) arises from a cybersecurity incident that allegedly impacted Defendant in January 2024 (the “Data Incident”).

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby \_\_\_\_\_ the Motion and \_\_\_\_\_ as follows:

1. \_\_\_\_\_ . The Settlement Agreement provides for a Settlement Class defined as follows:

---

<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

All individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident

Excluded from the Settlement Class are (i) Schuster, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Fed. R. Civ. P. 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. \_\_\_\_\_ . The Court finds that Katrina McAlister and Darren Lovingood are adequate and should be preliminarily appointed as the Settlement Class Representatives. Additionally, the Court finds that Strauss Borrelli PLLC is adequate and has fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Class Counsel.

3. \_\_\_\_\_ . Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Fed. R. Civ. P. 23 and Eighth precedent—including but not limited to the *Marshall* factors which are (1) the merits of the plaintiffs' case weighed against the terms of the settlement, (2) the defendant's financial condition, (3) the complexity and expense of further litigation, and (4) the amount of opposition to the settlement. *See Marshall v. Nat'l Football League*, 787 F.3d 502, 508 (8th Cir. 2015).

4. \_\_\_\_\_. The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this District.

5. \_\_\_\_\_. A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_\_,

where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. \_\_\_\_\_ . The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. \_\_\_\_\_. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. \_\_\_\_\_. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and

constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of federal law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Iowa Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. \_\_\_\_\_ . Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. \_\_\_\_\_ . A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections

to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the federal Rules of Appellate Procedure and not through a collateral attack.

11. \_\_\_\_\_ Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. \_\_\_\_\_ . This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. \_\_\_\_\_. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. \_\_\_\_\_. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement

Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. \_\_\_\_\_ . All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. \_\_\_\_\_ . The Court orders the following schedule of dates for the specified actions/further proceedings

Defendant provides class list to the Settlement Administrator	Within ten (10) days of the entry of the Preliminary Approval Order
Notice Date	Thirty (30) days after entry of the Preliminary Approval Order
Reminder Notice	No later than fourteen (14) days before the Claims Deadline.
Plaintiff's Motion for Final Approval and Attorney Fees, Costs, and Service Awards	No later than forty-five (45) days before the Final Approval Hearing.
Objection Deadline	Sixty (60) days after the Notice Deadline
Opt-Out Deadline	Sixty (60) days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.

Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order
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on \_\_\_\_\_

\_\_\_\_\_

**— EXHIBIT F —**

, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

,

Defendant.

Case No. 25-CV-4015-CJW-KEM

Chief Judge C.J. Williams

Chief Magistrate Judge  
Kelly K.E. Mahoney

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Before the Court is Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Motion”), requesting that the Court enter an Order Granting Final Approval (“Final Order”) of the class action settlement (the “Settlement”) between Plaintiff Katrina McAlister (“Plaintiff”) and Schuster Company (“Defendant”) (together, the “Parties”), as fair, reasonable, adequate, and in the best interests of the Settlement Class. This class action case (the “Action”) arises from a cybersecurity incident that allegedly impacted Defendant in January 2024 (the “Data Incident”).

Having reviewed and considered the Settlement Agreement, the Motion and memorandum in support, and having conducted a Final Approval Hearing, the Court, pursuant to Fed. R. Civ. P. 23(e), makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order.

not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

being required under Fed. R. Civ. P. 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Final Order with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

3. Previously, the Court entered an Order Granting Preliminary Approval of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Katrina McAlister and Darren Lovingood as the Class Representatives; (d) preliminarily appointed Strauss Borrelli PLLC as Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Simpluris as the Settlement Administrator; and (h)

set the date for the Final Approval Hearing.

4. In the Preliminary Approval Order, pursuant to Fed. R. Civ. P. 23, the Court preliminary certified the Settlement Class which is defined as follows:

All individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident

Excluded from the Settlement Classes are (i) Schuster, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

5. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Fed. R. Civ. P. 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders.

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Fed. R. Civ. P. 23 and meets the requirements of the Due Process Clauses of the United States Constitution and the Iowa Constitution.

10. The deadlines for Settlement Class Members to object to or opt-out from the Settlement have passed.

11. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and such objections (if any) are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. As of the final date of the Opt-Out Period, \_\_\_\_\_ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons (if any) are set forth in Exhibit \_\_\_\_\_ to this Order (if necessary). Those persons (if any) are not bound by this Final Order, as set forth in the Settlement Agreement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

16. The Court finally appoints Katrina McAlister and Darren Lovingood as Class Representatives.

17. The Court finally appoints Strauss Borrelli PLLC as Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release all Released Claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

19. Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons (if any) identified in Exhibit \_\_\_\_\_ to this Final Order, who have timely and validly requested exclusion from the Settlement Class.

20. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

21. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their

respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

23. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorney fees, costs, and expenses incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiff.

24. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

25. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order, to have fully released and forever discharged Plaintiff, the Settlement

Class Members, Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiff, the Settlement Class Members, Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

26. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

27. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order resolves all claims against all parties in the Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and enter judgment in this matter.

on \_\_\_\_\_

\_\_\_\_\_