

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Kevin McLinden (“Plaintiff” or “McLinden”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32), and Tangoe US, Inc. (“Defendant” of “Tangoe”) (collectively the “Parties”), in the action *Kevin McLinden v. Tangoe US, Inc.*, Trial Court Case No: 49D06-2312-PL-048384, Marion Superior Court No. 6, Indiana (the “Action”).

RECITALS

WHEREAS, on December 13, 2023, McLinden filed a Complaint against Tangoe in the State of Indiana, Marion County Superior Court, relating to private information held by Tangoe.

WHEREAS, Tangoe denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the putative class representatives and the proposed class which they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Rule 23 of the Indiana Rules of Civil Procedure;

WHEREAS, Plaintiff believes that the claims asserted in the Lawsuit, as set forth in the Complaint, have merit.

WHEREAS, The Parties recognize and acknowledge, however, the expense and length of continued proceedings which may include additional motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation;

WHEREAS, following prolonged and extensive arm’s length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the case captioned *Kevin McLinden v. Tangoe US, Inc.*, Trial Court Case No: 49D06-2312-PL-048384, Marion Superior Court No. 6, Indiana.
2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator or otherwise through the Claims Review Process.
3. “Tangoe’s Counsel” or “Defendant’s Counsel” means Shook, Hardy & Bacon, LLP.
4. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for Unreimbursed Losses, Lost Time, and/or Credit Monitoring under the terms of the Settlement, which is attached hereto as **Exhibit 3**, or form(s) approved by the Court substantially similar to Exhibit 3.
5. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which will occur ninety (90) days after the Notice Deadline.
6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
7. “Claims Review Process” mean the process for reviewing and determining whether claims are valid as set forth in Paragraph 43.
8. “Court” means the State of Indiana, Marion County Superior Court.
9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41, which include two (2) years of credit monitoring through three national credit reporting bureaus, and \$1 million in identity theft insurance, among other features.
10. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order, or entry of the Final Approval Order if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, other than an appeal or appeals or reconsideration solely with respect to attorneys’ fees, costs, and expenses, the date on which the Final Approval Order is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order, and the Final Approval Order is no longer subject to judicial review.
11. “Final Approval Order” means an order and judgment substantially in the form annexed hereto as **Exhibit 5** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the State of Indiana’s Court Rules and is consistent with all material provisions of this Agreement.

12. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Rule 23 of the Indiana Rules of Trial Procedure and whether to issue the Final Approval Order.

13. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, and settling the Action, not including attorneys’ fees.

14. “Lost Time” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Security Incident (as defined in Paragraph 28), up to a maximum of four (4) hours, supported by an attestation that the activities were related to the Security Incident, as set forth in Paragraph 41.

15. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit 1** (“Short Form Notices”) and **Exhibit 2** (“Long Form Notice”)

16. “Notice Deadline” means the day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

17. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

18. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

19. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

20. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

21. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, regardless of whether or not that Class Member submits a claim, as set forth in Paragraph 53.

22. “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 Rule 23 of the Indiana Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

23. “Private Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The term “Private Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement.

24. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the facts alleged in the Complaint or subsequent operative complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

25. “Released Parties” means Tangoe and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Tangoe’s and these entities’ respective predecessors, successors, officers, directors, trustees, board members, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

26. “Releasing Parties” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behalf.

27. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 53.

28. “Security Incident” means the cybersecurity incident reported by Tangoe in November 2023.

29. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this Action as set forth in Paragraph 66.

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

31. “Settlement Administrator” means [INSERT}, subject to Court approval.

32. “Settlement Class” means all individuals, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident.

33. “Settlement Class Counsel” means Lynn Toops and Amina Thomas of COHEN & MALAD, LLP.

34. “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members based on Tangoe’s records, to the extent reasonably available, which Tangoe shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order.

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

36. “Settlement Class Representative” means Kevin McLinden.

37. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 43.

38. “Settlement Website” means the website that the Settlement Administrator develops to provide Settlement Class Members with notice of and information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 51.

39. “Unreimbursed Ordinary or Extraordinary Losses” means any loss that is, (i) an actual, documented and unreimbursed monetary loss; (ii) that was more likely than not caused by the Security Incident; and (iii) was incurred after the date of the Security Incident, as set forth in Paragraph 41 (a) and (b).

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

40. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two years of Credit Monitoring Services to include credit monitoring through three national credit reporting bureaus and with at least \$1,000,000 in identity theft insurance.

41. **Cash Benefits.** In addition to the opportunity to claim Credit Monitoring Services as described in Paragraph 40, Tangoe will pay Approved Claims for Unreimbursed Ordinary or Extraordinary Losses and Lost Time, as described below, or an Alternative Cash Payment.

Settlement Class Members who submit a valid and timely Claim Form may receive and/or elect from the applicable claim categories below.

- a. **Claims for Compensation for Ordinary Losses** up to a total of \$750.00 per claimant, upon submission of a valid claim with supporting documentation, for the following ordinary losses:
 - i. Fees incurred between November 2022 and the end of the Claims Period as a direct result of the Security Incident, including professional fees (attorneys' fees, accountants' fees, and fees for credit repair services); costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and
 - ii. Out of pocket expenses incurred between November 2022 and the end of the Claims Period as a direct result of the Security Incident including bank charges, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.
- b. **Claims for Compensation for Extraordinary Losses** up to a total of \$5000.00 per claimant, for proven monetary loss (including for unreimbursed losses relating to fraud or identity theft), upon submission of a Claim and supporting documentation, if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the Security Incident;
 - iii. The loss occurred between November 2022 and the end of the Claims Period;
 - iv. The loss is not already covered by one or more of the reimbursement categories for Ordinary Losses, described in Paragraph 41(a); and
 - v. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- c. **Claims for Compensation for Lost Time.** Settlement Class Members who spent time monitoring accounts or otherwise dealing with issues related to the Security Incident can submit a claim for reimbursement of \$25 per hour up to 4 hours (for a total of \$100) provided they provide an attestation on the Claim Form of the amount of time spent and that the activities they performed were related to the Security Incident. Claims for Lost Time are subject to the \$750.00 cap for Unreimbursed Ordinary Losses.

- d. **Alternative Cash Payment:** In the alternative to receiving compensation for Unreimbursed Ordinary or Extraordinary Losses and/or Lost Time, as described by Paragraphs 41(a), 41(b) and 41(c), Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00).

VI. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

42. **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 mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Tangoe's Counsel.

43. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Unreimbursed Losses, or Lost Time is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Unreimbursed Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after December 15, 2023; (ii) whether the alleged loss involved the types of information that may have been affected in the Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Tangoe as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Unreimbursed Ordinary or Extraordinary Losses, or Lost Time is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

44. Payment.

- a. Within five (5) days after the Effective Date, or within five (5) days after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process (whichever comes later), the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Unreimbursed Ordinary or Extraordinary Losses, Lost Time and Alternative Cash Payments and also provide payment instructions to Tangoe or its insurer. Within forty-five (45) days of receiving this accounting, Tangoe or its insurer shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments for Approved Claims for Unreimbursed Losses, Lost Time or Alternative Cash Payments shall be issued in the form of a check, or via electronic means (agreed to by the Parties), and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 44.a. No payments will be issued without authorization from the Parties.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and

bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

45. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

46. **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 thirty (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 e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

47. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

48. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, 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 and after consultation with Settlement Class Counsel and Tangoe's Counsel.

IX. SETTLEMENT CLASS NOTICE

49. **Timing of Notice.** Within ten (10) days after entry of the Preliminary Approval Order, Tangoe shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

50. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit 1**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Tangoe's Counsel shall first be provided with a proof copy (reflecting what the items will look

like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such approval.

51. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administration.** Tangoe will pay for all costs of the Settlement Administrator providing notice of the Settlement to Settlement Class Members and administering the Settlement. Notice and Administrative Expenses will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 40-41.

X. OPT-OUTS AND OBJECTIONS

53. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Requests for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the

Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs who have submitted a Request for Exclusion and have timely and validity excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion received.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement. All persons falling within the definition of the Settlement Class who do not Opt Out shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

54. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any 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; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Any Settlement Class Member who does not file a timely and adequate objection, and mail a copy of the objection to the Settlement Administrator, in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

55. **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. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court;

- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response 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 in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. 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 Settlement Class Counsel and Tangoe's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Tangoe's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments or Notice;
- m. In advance of the Final Approval Hearing, preparing an affidavit 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; and
- n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Settlement Class Counsel or Tangoe's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

56. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Tangoe, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their 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 Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement be otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Tangoe reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

57. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file with the Court, on or before December 14 [Insert Date], 2025, a motion for preliminary approval of this Settlement. Settlement Class Counsel shall provide Tangoe's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Tangoe are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 4**.

58. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit 5**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Tangoe's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Tangoe are addressed.

59. **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 consents to the jurisdiction of the Court for this purpose.

XIII. MODIFICATION AND TERMINATION

60. **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.

61. **Termination.** This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all of the following events: (a) Court approval of the Settlement Agreement; (b) the Court has entered the Preliminary Approval Order; (c) the Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and (e) the Effective Date has occurred. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement Agreement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Additionally, if more than 50 members of the Settlement Class exclude themselves from settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this settlement. Under this scenario, Defendant will bear all costs for which it is responsible under this settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. For avoidance of doubt, Defendant will not be obligated to pay attorneys' fees and costs or service awards if Defendant terminates the settlement under this provision for these reasons.

62. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be retained and preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. If either party terminates the Settlement Agreement, that party will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of the other party.

XIV. RELEASES

63. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

64. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or

the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFF DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEFENDANT.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

65. Bar to Future Suits. Upon entry of the Final Approval Order, the Class Representative and other Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

XV. SERVICE AWARD PAYMENTS

66. Service Award Payments. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Class Representative in recognition for his contributions to this Action an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Tangoe agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Tangoe shall pay the Court-approved service award to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will then distribute the service awards. Tangoe's obligations with respect to the Court-approved service awards shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Tangoe shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards.

Nor shall Tangoe be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Tangoe shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

67. **No Effect on Agreement.** The finality or effectiveness of the Settlement shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards, if any, shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

68. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by Tangoe in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000.00), and in no event will Tangoe be required to pay Settlement Class Counsel more than \$195,000.00. Tangoe agrees not to oppose the request if the total amount requested does not exceed One Hundred Ninety Five Thousand Dollars (\$195,000.00). Tangoe shall pay the Court-approved attorneys' fees, costs and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. The attorneys' fees, costs and expenses will be allocated by Settlement Class Counsel. Tangoe's obligations with respect to the Court-approved attorneys' fees, costs and expenses shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Tangoe shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees, costs or expenses. Nor shall Tangoe be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Tangoe shall have no obligation to pay any attorneys' fees, costs or expenses. The amount of attorneys' fees, costs and expenses was negotiated after the primary terms of the Settlement were negotiated.

69. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees, costs and expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees, costs and expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees, costs or expenses shall constitute grounds for termination of this Agreement.

XVII. NO ADMISSION OF LIABILITY

70. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

71. **No Use of 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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

72. **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.

73. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. 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 counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

74. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement that was reached voluntarily after consultation with legal counsel of their choice.

75. **Other Litigation.** Plaintiff represents that, to the best of his knowledge and understanding, he is not aware of any other potential lawsuits, claims, complaints, or charges of third parties against Tangoe, other than the potential claims brought by Plaintiff in this lawsuit. Likewise, Plaintiff's counsel represent and warrant that, other than Plaintiff, they do not have any other clients and are not presently aware of any other entities or persons who have retained them to or intend to assert demands or claims arising out of any violations of the law relating to the Security Incident. None of the representations and warranties in this section are intended, or shall be construed, to violate rule 5.6 of the American Bar Association's Rules of Professional Conduct, or any other state law equivalent.

76. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

77. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

78. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

79. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

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

82. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Indiana, without regard to the principles thereof regarding choice of law.

83. **Jurisdiction.** The Parties and each Settlement Class Member submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose whatsoever.

84. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

85. **Notices.** All notices to Settlement Class Counsel provided for herein, shall be sent by US Mail and email to:

Amina A. Thomas
Lynn A. Toops
COHENMALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, Indiana 46204
athomas@cohenmalad.com
ltoops@cohenmalad.com

All notices to Tangoe provided for herein, shall be sent by US Mail and email to:

Daniel Rohner
SHOOK HARDY & BACON LLP
1660 17th Street, Suite 450
Denver, CO 80202
drohner@shb.com

The notice recipients and addresses designated above may be changed by written notice.

86. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Kevin McLinden

By: 

Date: 12 / 30 / 2025

Tangoe US, Inc.

By:  Signed by: James Parker
26E26A98B6B694C7...

Date: 12/18/2025

Its: CEO

Title	Tangoe Settlement Agreement Kevin McLinden
File name	Complete_with_Doc...ettlement_Agr.pdf
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 SENT	12 / 30 / 2025 14:11:34 UTC-6	Sent for signature to Kevin McLinden (kmclinden@yahoo.com) from esignature@straussborrelli.com IP: 99.100.185.73
 VIEWED	12 / 30 / 2025 22:53:48 UTC-6	Viewed by Kevin McLinden (kmclinden@yahoo.com) IP: 76.157.235.41
 SIGNED	12 / 30 / 2025 22:54:38 UTC-6	Signed by Kevin McLinden (kmclinden@yahoo.com) IP: 76.157.235.41
 COMPLETED	12 / 30 / 2025 22:54:38 UTC-6	The document has been completed.

Exhibit 1

Kevin McLinden v. Tangoe US, Inc

Case No. 49D06-2312-PL-048384

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE NOVEMBER 2022
TANGOE US, INC. SECURITY INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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



Why am I receiving this notice?

A Settlement has been reached with Tangoe US, Inc. ("Tangoe") in a class action lawsuit ("Settlement"). The case is about the November 2022 cyberattack on Tangoe's computers (the "Security Incident"). Files containing private information were accessed. Tangoe 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, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident."

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

What are the Settlement benefits?

You can claim two years of **Credit Monitoring** by the three credit bureaus and one or more of the **Cash Payment** options.

If you have documented losses you can get back up to **\$750** for out-of-pocket expenses and up to **\$5,000** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**).

Instead of any other cash payments, you can get a one-time \$50 payment. Full details and instructions are available online.

How do I receive a benefit?

File your claims online. 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?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Tangoe for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

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 \$195,000, and \$2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kevin McLinden v. Tangoe US, Inc.
Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE
NOVEMBER 2022 TANGOE US, INC., SECURITY 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 Tangoe US, Inc. (“Tangoe” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Tangoe 's computer systems that occurred in November 2022 (the “Security Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; social security numbers; medical information; health insurance information; medication information; medical billing/claims information; and financial account information.
- The lawsuit is called *Kevin McLinden v. Tangoe US, Inc.*, Case No. 49D06-2312-PL-048384. It is pending in the Superior Court for Marion County, Indiana (the “Litigation”).
- Tangoe denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Tangoe 's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Tangoe.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

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

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

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Basic Information

1. Why was this Notice issued?

The Superior Court for Marion County, Indiana, 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 *Kevin McLinden v. Tangoe US, Inc*, Case No. 49D06-2312-PL-048384. It is pending in the Superior Court for Marion County, Indiana. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Tangoe US, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the November 2022 targeted cyberattack on Tangoe 's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; social security numbers; medical information; health insurance information; medication information; medical billing/claims information; and financial account information.

3. What is a class action?

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

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident.”

6. Are there exceptions to being included?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Tangoe Security 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?

Tangoe has agreed to pay for a number of different benefits. All Class Members may enroll in three years of **Credit Monitoring** and one or more of the **cash payment** options described below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of Credit Monitoring by the three credit bureaus. This benefit comes with \$1 million in identity theft insurance, and includes:

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

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

CASH PAYMENT OPTIONS

Compensation for Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket losses due to the Security Incident, you can get back up to **\$750.00**. The losses must have occurred between November 2022, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

- postage to contact banks by mail

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

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

Compensation for Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Security Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between November 2022, and **[Claims Deadline]**.

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

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

Compensation for Lost Time. Class Members who spent time responding to the Security Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Security Incident

You must briefly describe how you spent this time.

Claims for Lost Time are subject to the \$750.00 cap for Unreimbursed Ordinary Losses.

Alternative Cash Payment. Instead of *any other cash payment*, you may claim a one-time cash payment. This payment is expected to be **\$50.00**. You do not have to provide any proof or explanation to claim this payment.

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

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

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

If you stay in the class, you won't be able to be part of any other lawsuit against Tangoe about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIV) describes the legal claims that you give up if you remain in the 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:

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Lynn Toops and Amina Thomas of COHEN & MALAD, LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$195,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Tangoe.

Class Counsel will also ask for a Service Award Payment of \$2,500.00 for the Class Representative. The Service Award Payment will also be paid by Tangoe .

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Kevin McLinden v. Tangoe US, Inc*, Case No. 49D06-2312-PL-048384, pending in the Superior Court for Marion County, Indiana;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Kevin McLinden v. Tangoe US, Inc.*, Case No. 49D06-2312-PL-048384, pending in the Superior Court for Marion County, Indiana;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) whether the objection applies only to you, or to other Class Members, as well;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) a statement regarding whether you or your lawyer intend to appear at the Final Approval Hearing;
- (7) if you or your lawyer have objected in any other cases, list the names, courts, and civil action numbers for each of those cases;
- (8) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

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

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court for Marion County, Indiana, at **[Court Address]**.

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

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](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: Tangoe Security Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

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

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

Exhibit 3

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

Kevin McLinden v. Tangoe US, Inc
Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

SECURITY INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All individuals, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident.”

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

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

AVAILABLE BENEFITS

Tangoe has agreed to pay for a number of different benefits. All Class Members may enroll in three years of **Credit Monitoring** and one or more of the **cash payment** options described below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of Credit Monitoring by the three credit bureaus. This benefit comes with \$1 million in identity theft insurance, and includes:

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

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

CASH PAYMENT OPTIONS

Compensation for Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket losses due to the Security Incident, you can get back up to **\$750.00**. The losses must have occurred between November 2022, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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]

Kevin McLinden v. Tangoe US, Inc

Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

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

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

Compensation for Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Security Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between November 2022, and [Claims Deadline].

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

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

Compensation for Lost Time. Class Members who spent time responding to the Security Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Security Incident

You must briefly describe how you spent this time.

Claims for Lost Time are subject to the \$750.00 cap for Unreimbursed Ordinary Losses.

Alternative Cash Payment. Instead of *any other cash payment*, you may claim a one-time cash payment. This payment is expected to be **\$50.00**. You do not have to provide any proof or explanation to claim this payment.

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Kevin McLinden v. Tangoe US, Inc

Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

SECURITY INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

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

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

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

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

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

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

Kevin McLinden v. Tangoe US, Inc
Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

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

SECURITY INCIDENT SETTLEMENT CLAIM FORM

I. 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

Notice ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Credit Monitoring by the three credit bureaus.

III. COMPENSATION FOR ORDINARY LOSSES (OUT-OF-POCKET EXPENSES)

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$750.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL CLAIMED:	

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.

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]

Kevin McLinden v. Tangoe US, Inc
Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

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

SECURITY INCIDENT SETTLEMENT CLAIM FORM

IV. COMPENSATION FOR EXTRAORDINARY LOSSES (LOSSES FROM IDENTITY THEFT OR FRAUD)

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

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.

V. COMPENSATION FOR LOST TIME

If you spent time fixing problems caused by Security Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)
☐ 4 hours (\$100.00)

If you claim Compensation for Ordinary Losses (Section III, above), the combined total is capped at \$750.00

VI. 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 PAYMENTS FROM SECTION III, IV, OR V.

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]

Kevin McLinden v. Tangoe US, Inc

Case No. 49D06-2312-PL-048384
Superior Court for Marion County, Indiana

SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

VII. PAYMENT SELECTION

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

☐ **PayPal**

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

☐ **Venmo**

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

☐ **Zelle**

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

☐ **Virtual Prepaid Card**

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

☐ **Physical Check**

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

VIII. 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

Exhibit 4

STATE OF INDIANA) IN THE MARION SUPERIOR COURT 6
) SS:
COUNTY OF MARION) CAUSE NO. 49D06-2312-PL-048384
)

KEVIN MCLINDEN, on behalf of)
himself and all others similarly situated,)
)
Plaintiff,)
v.)
)
TANGOE US, INC.,)
)
Defendant.)

PRELIMINARY APPROVAL ORDER

Kevin McLinden (“Plaintiff”), and Tangoe US Inc., (“Defendant” or “Tangoe”), have entered into a proposed Class Action Settlement and Release (the “Settlement”). Plaintiff has moved the Court to grant preliminary approval of the Settlement under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant (the “Parties”).
3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

All individuals, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident.

“Security Incident” means November 2022 cybersecurity incident reported by Tangoe in November 2023, in which cybercriminals gained access to Defendant’s networks and compromised personal information about employees. Excluded from the Settlement Class are all persons who timely and validly request exclusion from the Settlement Class under the Settlement, the Judge assigned to evaluate the fairness of this settlement and members of their direct family, Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors, and 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 Security Incident or who pleads *nolo contendere* to any such charge.

4. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Security Incident that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized access;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Security Incident;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Security Incident are substantially the same for all Class Members.

5. The Court finds that Plaintiff is an adequate Class Representative and appoints him as such. The Court likewise finds Lynn A. Toops and Amina Thomas of CohenMalad, LLP to be competent and appoints them as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- a. The Class Representative and Class Counsel have adequately represented the Class;
- b. The proposed was negotiated at arm's length;
- c. The relief provided for the class appears adequate, taking into account:
 - (i) The costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3) (the parties have identified none); and
- d. the proposal treats class members equitably relative to each other.

7. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (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 Litigation, 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 law, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. 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.

9. The Court appoints Simpluris, Inc. (“Simpluris”) as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2026, at 675 Justice Way, Indianapolis, Indiana 46203, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

13. Any Class Member who does not make his or her objection known in the manner

provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

16. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid by Defendant, along with any supporting materials, on or before the deadline provided in the Settlement.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:

Hon. Kurt Eisgruber
Marion Superior Court 6

Exhibit 5

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT 6
	) SS:	
COUNTY OF MARION	)	CAUSE NO. 49D06-2312-PL-048384
	)	

KEVIN MCLINDEN, on behalf of	)
himself and all others similarly situated,	)
Plaintiff,	)
v.	)
	)
TANGOE US, INC.,	)
	)
Defendant.	)

FINAL APPROVAL ORDER

Kevin McLinden (“Plaintiff”), and Tangoe US Inc., (“Defendant” or “Tangoe”), have entered into a proposed Class Action Settlement Agreement and Release (the “Settlement”). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiff has moved the Court to grant final approval to the Settlement under Indiana Trial Rule 23(E). The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All individuals, or their respective successors or assigns, who reside in the United States and whose Private Information was impacted by the Security Incident.

“Security Incident” means cybersecurity incident reported by Tangoe in which cybercriminals gained access to Defendant’s networks and compromised personal information about employees. Excluded from the Settlement Class are all persons who timely and validly request exclusion from the Settlement Class under the Settlement, the Judge assigned to evaluate the fairness of this settlement and members of their direct family, Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors, and 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 Security Incident or who pleads *nolo contendere* to any such charge.

4. Specifically, the Court finds that the requirements of Indiana Trial Rule 23(A) and 23(B)(3) are met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Security Incident that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized access;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Security Incident;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representative have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Security Incident are substantially the same for all Class Members.

5. The Court therefore certifies the Settlement Class, appoints Plaintiff as the Class Representative, and appoints Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representative and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- (D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval. The Court approves the plan for payment of any uncollected funds to a cy pres recipient as set forth in the Settlement.

9. Upon the occurrence of the Effective Date, the Class Representative and the Class Members release and forever discharge Defendant and their insurers, and including but not limited

to their current and former officers, directors, employees, attorneys and agents from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or which could have been asserted in this lawsuit relating to the Security Incident.

10. Upon the occurrence of the Effective Date, Defendant release all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of this lawsuit relating to the Security Incident.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Hon. Kurt Eisgruber
Marion Superior Court 6

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
