

## **CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Class Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs John McNally, Jonathan Ayres, Kelly Collins, Debora Fisk, Patricia Kennemur, Deana Lindley, Vivian Lindley, Joyce Newman, David Owens, Chianti Prosser, Mohamad Raychouni, Nathaniel Seibert, Josh Strock, and Kevin Williams (“Settlement Class Representatives”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel; and (ii) Defendant Infosys McCamish Systems, LLC (“Defendant”), by and through its counsel.

### **RECITALS**

WHEREAS, a putative class action lawsuit is pending against Defendant in the United States District Court for the Northern District of Georgia in connection with a certain Data Breach (as defined below);

WHEREAS, additional putative class action lawsuits are pending against certain Customers (as defined below) of Defendant in other courts in connection with the same Data Breach;

WHEREAS, the Settlement Class Representatives who brought these additional actions participated (through counsel) in the mediation and negotiation of this Settlement (as defined below), qualify as members of the Settlement Class,

intend to serve as Settlement Class Representatives, and have agreed to be bound by the terms of this Settlement Agreement and to dismiss their separate actions against the Customers with prejudice following Final Approval (as defined below) of this Settlement;

WHEREAS, based upon their investigation, informal discovery, and legal motion practice, Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable and adequate to the Settlement Class Representatives and Settlement Class Members and are in their best interests, and have agreed to settle the claims asserted in the Litigation pursuant to the terms and provisions of this Settlement Agreement;

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Litigation (as defined below), but Defendant has concluded that the Settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of the Settlement Class Representatives and the Settlement Class Members (as defined below) arising out of or related to the Data Breach;

WHEREAS, the Settling Parties agree that neither this Settlement Agreement nor the Settlement it represents shall be construed as an admission by Defendant or Customers of any wrongdoing whatsoever including an admission of a violation of

any statute, regulation, or law, or of liability on the claims or allegations in the Litigation;

WHEREAS, the Settlement Class Representatives and Plaintiffs' Counsel (as defined below) have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits of the Litigation and believe that, after considering all of the facts and circumstances, the proposed settlement set forth in this Settlement Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interests of Settlement Class Members;

WHEREAS, on March 13, 2025, Plaintiffs' Counsel engaged in significant arm's-length negotiations with Defendant's Counsel (as defined below), including with the help of a neutral and experienced mediator, and reached an agreement in principle to settle the Litigation; and

WHEREAS, it is the intention of the Settling Parties to fully and finally resolve any and all claims that are, were, or could have been asserted against the Released Parties (as defined below) on the terms set forth herein, subject to the Final Approval of the Court (as defined below).

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration

acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Settling Parties do hereby mutually agree, subject to Final Approval by the Court, as follows:

## **1 DEFINITIONS**

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

1.1 “**Action**” means the case captioned *McNally v. Infosys McCamish Sys., LLC*, No. 1:24-cv-00995-JPB (N.D. Ga.).

1.2 “**Administration and Notice Costs**” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Settlement Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan.

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

1.4 “**Award**” means a Claim that results in any compensation for documented Monetary Losses, Credit Monitoring, or Residual Cash Payment.

1.5 “**CAFA Notice**” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”), to be served upon the attorneys general of each state where

a Settlement Class Member resides and the Attorney General of the United States. Costs for preparation and issuance of the CAFA Notice will be deducted from the Settlement Fund before the Settlement Fund is deposited in the Escrow Account.

1.6 “**Claim**” means a request for certain benefits under this Settlement Agreement.

1.7 “**Claim Form**” means the form that a Settlement Class Member shall use to submit a Claim. The content of the Claim Form will be substantially in the form attached as **Exhibit A**, except as modified by the Court.

1.8 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as ninety (90) Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Notice, Short Notice, and Claim Form.

1.9 “**Class Counsel**” means Patrick A. Barthle II of Morgan & Morgan Complex Litigation Group; Kevin Laukaitis of Laukaitis Law LLC; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC; and J. Cameron Tribble of The Barnes Law Group, LLC.

1.10 “**Court**” means the United States District Court for the Northern District of Georgia, Judge Jean-Paul Boulee presiding, or his duly appointed successor.

1.11 “**Credit Monitoring**” means the benefit described in Section 4.3 below.

1.12 “**Customer(s)**” means each and every entity that directly or indirectly provided to Defendant, or on whose behalf Defendant directly or indirectly collected, any Settlement Class Member’s Personal Information. For the avoidance of doubt, the term “Customer” or “Customers” includes Defendant’s past, present, and prospective customers and the past, present, and prospective customers of Defendant’s customers—including, but not limited to, New York Life Insurance Company, John Hancock Life Insurance Company (U.S.A.), The Independent Order of Foresters d/b/a Foresters Financial, Principal Financial Group, Inc., Continental Casualty Company, Athene Annuity and Life Company, Athene Annuity & Life Assurance Company (n/k/a Athene Annuity and Life Company), Athene Annuity & Life Assurance Company of New York, and Farmers New World Life Insurance Company. For the further avoidance of doubt, the term “Customer” or “Customers” is not limited to entities that have been named as defendants in the Litigation.

1.13 “**Data Breach**” means the criminal ransomware attack perpetrated against Defendant in or around November 2023, as described in the Settlement Class Representatives’ complaints filed in the Litigation.

1.14 “**Day(s)**” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period

unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.15 “**Defendant**” means Infosys McCamish Systems, LLC.

1.16 “**Defendant’s Counsel**” means Caz Hashemi, Eric Tuttle, and John Karin of Wilson Sonsini Goodrich & Rosati, P.C.

1.17 “**Effective Date**” means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by Class Counsel and Defendant’s Counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Notice Plan, CAFA Notice, and Claim Forms, all as provided herein; (3) the Court-approved notice and the Settlement Website have been duly disseminated and/or created as ordered by the Court; (4) the Court has entered a Final Order and Judgment finally approving this Settlement Agreement as provided below; and (5) the Final Order and Judgment has become Final, and no longer subject to any review or appeal.

1.18 “**Escrow Account**” means an interest-bearing bank escrow account established at the Escrow Agent and administered by the Settlement Administrator. The Escrow Account will be established by the Settlement Administrator or Class Counsel at Huntington National Bank pursuant to 26 C.F.R. § 1.468B-1.

1.19 “**Escrow Agent**” means Huntington National Bank.

1.20 “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Plaintiffs’ Counsel. Class Counsel’s request for attorneys’ fees shall not exceed one-third (33.33%) of the Settlement Fund, plus reasonable litigation expenses, subject to the approval of the Court.

1.21 “**Final**” when referring to a judgment or order means that: (1) the judgment is a final appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the Settlement (as opposed to any appeals relating solely to the Fee Award and Expenses or Service Awards, which will not affect finality as defined herein) as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the Settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, the appeal is voluntarily withdrawn, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

1.22 “**Final Approval**” means entry of a Final Order and Judgment.



1.23 “**Final Approval Hearing**” means the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether the Settlement should be finally approved by the Court, such Final Approval Hearing to be no earlier than 150 Days after the entry of the Preliminary Approval Order, subject to the approval of the Court. It is at the Final Approval Hearing where the Settlement Class Representatives will request a judgment to be entered by the Court approving this Settlement Agreement and approving the Fees and Expenses Award.

1.24 “**Final Order and Judgment**” means an order entered by the Court that approves this Settlement Agreement, which shall include all the following:

- a. Finds that the Court-approved Notice Plan has been followed and provided for the best notice practicable under the circumstances;
- b. Finds that Defendant has properly executed CAFA Notice;
- c. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- d. Finds that the Settlement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement consistent with all material provisions of the Settlement Agreement;

- e. Dismisses the Settlement Class Representatives' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- f. Approves and orders the releases and other provisions in Section 14, including that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
- g. Finds that neither the Final Order and Judgment, the Settlement, or the Settlement Agreement constitutes an admission of liability by the Released Parties;
- h. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- i. Finds that there is no just reason for delay of entry of the Final Order and Judgment with respect to the foregoing.

1.25 “**Litigation**” means, collectively, *McNally v. Infosys McCamish Sys., LLC*, No. 1:24-cv-00995-JPB (N.D. Ga.); *Lindley v. John Hancock Life Ins. Co. (U.S.A.)*, No. 1:24-cv-12383-DJC (D. Mass.); *Ayres v. Indep. Ord. of Foresters d/b/a/ Foresters Fin.*, No. 1:24-cv-00971-LJV (W.D.N.Y.); *Fisk v. Athene Annuity & Life Co.*, No. 4:24-cv-00415-SHL-HCA (S.D. Iowa); *Owens v. N.Y. Life Ins. Co.*, No. 1:24-cv-06853-JHR (S.D.N.Y.); *Prosser v. N.Y. Life Ins. Co.*, No. 1:24-cv-06930-JHR (S.D.N.Y.); *Williams v. Farmers New World Life Ins. Co.*, No. 2:24-cv-

02165-GJL (W.D. Wash.); and *Lindley v. Cont'l Cas. Co.*, No. 1:24-cv-10902 (N.D. Ill.).

1.26 “**Long Notice**” means the Court-approved, detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement, the content of which will be substantially in the form attached as **Exhibit B**, except as modified by the Court.

1.27 “**Monetary Losses**” means unreimbursed monetary losses fairly traceable to the Data Breach, as described in Section 4.2 below.

1.28 “**Notice Date**” means the date by which the Settlement Administrator shall provide copies of the Short Notice for each person on the Settlement Class List to the United States Postal Service pursuant to the Court-approved Notice Plan in this Settlement Agreement. The Notice Date shall be forty-five (45) Days after the Court enters the Preliminary Approval Order.

1.29 “**Notice Plan**” means the notice program described in this Settlement Agreement and as approved by the Court.

1.30 “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) Days after the Notice Date, or such other date as ordered by the Court.

1.31 “**Opt-Out Deadline**” means the last day on which a Settlement Class Member may postmark a request to be excluded from the Settlement Class to the Settlement Administrator, which shall be designated as sixty (60) Days after the Notice Date, or such other date as ordered by the Court. A Settlement Class Member’s opt-out request may also be referred to herein as a Request for Exclusion.

1.32 “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual including, but not limited to any of the following: name(s); Social Security number(s); personal address(es); financial account number(s); date of birth; employee identification number(s); client or customer account number(s) or policy number(s); insurance policy number(s); phone number(s); doctor name(s); salary; gender; medical treatment location(s); medical diagnosis(es); clinical information; medical treatment or procedure information; date of death; prescription information; personal email address(es) and password(s); biometric data; driver’s license or state identification number(s); lab result(s); Medicare or Medicaid number(s); national producer number(s); passport number(s); financial account access information; medical record number(s); health insurance group number(s); username(s) and password(s); health insurance account or member number(s); payment card number(s); USCIS or alien registration number(s); payment card access information; patient account or patient

identification number(s); tribal identification number(s); and/or U.S. military identification number(s).

1.33 “**Plaintiffs’ Counsel**” means Patrick A. Barthle II of Morgan & Morgan, P.A.; Kevin Laukaitis of Laukaitis Law LLC; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC; James Cameron Tribble of The Barnes Law Group, LLC; Ryan D. Maxey of Maxey Law Firm, P.A.; Jeff Ostrow of Kopelowitz Ostrow P.A.; Jeffrey S. Goldenberg of Goldenberg Schneider, L.P.A.; Charles E. Schaffer of Levin Sedran & Berman LLP; William B. Federman of Federman & Sherwood; Marc H. Edelson of Edelson Lechtzin LLP; Gregory J. Bossler of Morgan & Morgan Atlanta, PLLC; MaryBeth Vassil Gibson of Gibson Consumer Law Group, LLC; Brett R. Cohen of Leeds Brown Law, P.C.; Kyle G.A. Wallace of Shiver Hamilton Campbell LLC; Adam Scott Rubenfield of Hungeling Rubenfield Law; David J. Hungeling of Hungeling Rubenfield Law; Kennedy M. Brian of Federman & Sherwood; Anthony M. Christina of Lowey Dannenberg, P.C.; Nicole A. Maruzzi of Lowey Dannenberg, P.C.; Christian Levis of Lowey Dannenberg, P.C.; Peter Demato of Lowey Dannenberg, P.C.; Amanda G. Fiorilla of Lowey Dannenberg, P.C.; Steven Sukert of Kopelowitz Ostrow P.A.; J. Gerard Stranch IV of Stranch, Jennings & Garvey, PLLC; J. Barton Goplerud of Shindler, Anderson, Goplerud & Weese, P.C.; Brian O. Marty of Shindler, Anderson,

Goplerud & Weese, P.C.; Randi A. Kassan of Milberg Coleman Bryson Phillips Grossman PLLC; and Kaleigh Boyd of Tousley Brain Stephens PLLC.

1.34 “**Preliminary Approval Order**” means the Court’s Order preliminarily approving this Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class as set out in the Notice Plan set forth in this Settlement Agreement, which Order will be substantially in the form attached as **Exhibit D**, except as modified by the Court.

1.35 “**Released Claims**” means any and all claims, causes of action of every kind and description, liabilities, rights, demands, suits, matters, obligations, requests for injunctive or declaratory relief, and damages of any nature (including but not limited to consequential damages, general or special damages, losses or costs, expenses, liquidated damages, statutory damages, extraordinary or treble damages, punitive damages, nominal damages, and attorneys’ fees and costs), whether known or unknown (including Unknown Claims), whether accrued or unaccrued, and whether in law or in equity, that the Settlement Class Members (and the respective heirs, administrators, representatives, attorneys, agents, officers, directors, employees, parents, subsidiaries, partners, predecessors, successors, assigns, subrogees, insurers, co-insurers, reinsurers, and insurance brokers of each of the Settlement Class Representatives, Plaintiffs’ Counsel, and the Settlement Class

Members and all other legal or natural persons who may claim by, through, or under them who have not excluded themselves from the Settlement Class) had, have, or may have against the Released Parties that result from, arise out of, are based upon, or relate to the Data Breach. For the avoidance of doubt, Released Claims include, without limitation, all claims asserted or that could have been asserted in either the Litigation, or in any other suit or pleading that has been filed or that could have been filed against Defendant or any Customer in any other court or forum arising out of, based upon, or related in any way to the Data Breach, including without limitation, any Unknown Claims or other claims (including common law and statutory claims), actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, or disclosure of the Personal Information of a Settlement Class Member in the Data Breach; (2) the maintenance and storage of the Personal Information of a Settlement Class Member; (3) the information security policies and practices, or acts or omissions, of a Released Party; (4) the decision to engage Defendant as a service provider or to maintain the Personal Information of a Settlement Class Member; and/or (5) the notice or alleged lack of timely notice of the Data Breach to Settlement Class Members. “Released Claims” does not include (i) the right of any Settlement Class Member or any of the Released Parties to enforce the terms of this Settlement Agreement; or (ii) any claims of Settlement Class Members who have timely

excluded themselves from the Settlement Class pursuant to this Settlement Agreement.

1.36 “**Released Parties**” means Defendant and Customers and both Defendant’s and Customers’ past, present, and future owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, predecessors, successors, assigns, directors, officers, executives, owners, members, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, co-insurers, reinsurers, administrators, and subrogees. “Released Parties” includes, without limitation, any person related to any such entities who is, was, or could have been named as a defendant in any matter listed within the definition of Litigation.

1.37 “**Remainder Funds**” means the funds, if any, that remain in the Settlement Fund after payment of costs of the CAFA Notice, Administration and Notice Costs, Fee Award and Expenses, Service Awards, claims for reimbursement of documented Monetary Losses, Credit Monitoring, and Residual Cash Payments, as described below. The funds remaining in the Settlement Fund after the above payments have been made and the time for Settlement Class Members to cash and/or deposit checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a cy près distribution. The Settling Parties will jointly recommend that any cy près distribution be made in



equal amounts to the Network Systems and Security Lab at the University of Georgia (the “NSS Lab”) and the Electronic Frontier Foundation (the “EFF”) for the specific purpose of data privacy and cybersecurity research.

1.38 “**Residual Cash Payment**” means the payment described in Section 4.4 below.

1.39 “**Service Awards**” means compensation awarded and paid to Settlement Class Representatives in recognition of their role in this Action, subject to Court approval, as set forth in Section 9.

1.40 “**Settlement**” means the settlement reflected by this Settlement Agreement.

1.41 “**Settlement Administrator**” or “**Kroll**” means the class action settlement administrator, Kroll Settlement Administration, LLC, which has been retained to carry out the Notice Plan and administer the claims and Settlement Fund distribution process.

1.42 “**Settlement Agreement**” means this Class Settlement Agreement and Release and all exhibits hereto.

1.43 “**Settlement Class**” means all persons residing in the United States whose Personal Information was compromised in the Data Breach, including the approximately 3.7 million individuals who were sent individualized, statutory notice of the Data Breach. Excluded from the Settlement Class are the judges presiding

over the Litigation and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

1.44 “**Settlement Class List**” means the list containing the names and current or last known addresses for all Settlement Class Members for whom Defendant can reasonably provide such information, which Defendant shall provide to the Settlement Administrator within fourteen (14) Days after the Court’s entry of the Preliminary Approval Order.

1.45 “**Settlement Class Member**” means a person who falls within the definition of the Settlement Class.

1.46 “**Settlement Class Representatives**” means Plaintiffs in the Litigation John McNally, Jonathan Ayres, Kelly Collins, Debora Fisk, Patricia Kennemur, Deana Lindley, Vivian Lindley, Joyce Newman, David Owens, Chianti Prosser, Mohamad Raychouni, Nathaniel Seibert, Josh Strock, and Kevin Williams.

1.47 “**Settlement Fund**” means the non-reversionary sum of \$17,500,000.00 (USD) to be paid by Defendant as specified in this Settlement Agreement, including any interest accrued thereon after payment.

1.48 “**Settlement Website**” means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement

Website, [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com), shall contain relevant documents and information including, but not limited to, a downloadable version of a customary form of Short Notice, a customary form of Long Notice, a customary version of the Claim Form, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the Settlement, instructions for how to object or opt-out of the Settlement, the process and instructions for making claims, and the date, time, and place of the Final Approval Hearing; this Settlement Agreement; the Settlement Class Representatives' motion for preliminary approval of the Settlement; the Preliminary Approval Order; Class Counsel's motion for attorneys' fees and expenses; and the Settlement Class Representatives' motion for Service Awards. The Settlement Website shall also include a tollfree telephone number, email 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 Awards have been distributed.

1.49 “**Settling Parties**” means the Settlement Class Representatives and Defendant, collectively.

1.50 “**Short Notice**” is the postcard notice that will be mailed to Settlement Class Members, the content of which will be substantially in the form attached as **Exhibit C**, except as modified by the Court.

1.51 “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Settlement Fund for any period while it is held in the Settlement Fund. The Settlement Administrator will file any necessary tax returns and pay all taxes required on behalf of the Settlement Fund, and any such Taxes and Tax-Related Expenses will be included in the Administration and Notice Costs.

1.52 “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including the Settlement Class Representatives, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Settlement Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by

California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Settlement Class Representatives, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Settlement Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

## **2 CERTIFICATION OF SETTLEMENT CLASS**

2.1 For settlement purposes only, the Settlement Class Representatives request the Court certify the Settlement Class.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant stipulates to the Court entering an order

preliminarily certifying the Settlement Class, appointing the Settlement Class Representatives named in this Settlement Agreement as representatives of the Settlement Class, and appointing Class Counsel named in this Settlement Agreement to serve as class counsel for the Settlement Class. Solely for the purpose of implementing this Settlement Agreement, the Settling Parties stipulate that Kroll will be appointed as Settlement Administrator, subject to the approval of the Court.

2.3 Solely for the purposes of implementing this Settlement Agreement and effectuating the Settlement, Defendant stipulates that the Settlement Class Representatives and Class Counsel are adequate representatives of the Settlement Class.

2.4 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Defendant's stipulation will be withdrawn and deemed to be of no effect in this or any other proceeding.

### **3 SETTLEMENT FUND**

3.1 In consideration for the Released Claims as provided in Section 14 and the dismissal of the Litigation with prejudice as provided in Section 15, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation as provided in Section 16, and in the interests of minimizing the costs and delays inherent in any litigation, Defendant will establish a Settlement Fund.

3.2 Defendant will make available the Settlement Fund, from which payment of Settlement Class Members' Claims, Administration and Notice Costs, CAFA Notice costs, the Service Awards, and the Fee Award and Expenses will be made. The Settlement Fund is the maximum amount Defendant shall be obligated to pay under this Settlement. The failure of Defendant to make the funds available as called for in this Settlement Agreement will be considered a material breach of the Settlement Agreement by Defendant. The Settlement Fund will be used to fund the settlement provisions listed herein. Except as provided in this Settlement Agreement regarding the Settlement Fund, Defendant shall have no responsibility for costs and expenses incurred by the Settlement Class Representatives, Plaintiffs' Counsel, the Settlement Administrator, or any Settlement Class Members.

3.3 Within thirty (30) Days after the Preliminary Approval Order is entered, Defendant will cause \$2,500,000 to be released into the Escrow Account described in Section 3.4. No payment for Administration and Notice Costs shall be made until thirty (30) Days after the Court enters the Preliminary Approval Order. Defendant will cause the transfer of the balance of the Settlement Fund after deducting \$2,500,000 and the costs of the CAFA Notice into the Escrow Account within thirty (30) Days after the Effective Date.

3.4 The payments referenced in Section 3.3 above are to be deposited in an interest-bearing bank escrow account (the "Escrow Account") established at

Huntington National Bank (the “Escrow Agent”) and administered by the Settlement Administrator. The Escrow Account shall be held in a Qualified Settlement Fund (as defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administration and Notice Costs, CAFA Notice costs, the Service Awards, and the Fee Award and Expenses.

3.5 All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes and Tax-Related Expenses.

3.6 The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes and Tax-Related Expenses shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, the Settlement Class Representatives, and Plaintiffs’ Counsel shall have no liability or responsibility for any of the Taxes and Tax-Related Expenses. Defendant, Defendant’s Counsel, the Settlement Class Representatives, and Plaintiffs’ Counsel



shall be indemnified and held harmless from the Escrow Account for all Taxes and Tax-Related Expenses (including, without limitation, Taxes and Tax-Related Expenses payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury Regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes and Tax-Related Expenses, any estimated Taxes and Tax-Related Expenses, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Settlement Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the

jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

#### **4 BENEFITS TO SETTLEMENT CLASS MEMBERS**

4.1 **Claims Administration Protocol.** Settlement Class Members may submit Claims to be compensated for any or all of the following: unreimbursed documented Monetary Losses, Credit Monitoring, and/or Residual Cash Payments, as set forth in the Claims Administration Protocol, attached hereto as **Exhibit E**. Every Settlement Class Member who submits a valid Claim Form shall be eligible for the Residual Cash Payment. Settlement benefits shall be paid from the Settlement Fund and administered by the Settlement Administrator as set forth in the Claims Administration Protocol, attached hereto as **Exhibit E**.

4.2 **Reimbursement of Documented Monetary Losses.** The Settling Parties will create a claims process through which all Settlement Class Members may submit a Claim Form for reimbursement of documented Monetary Losses up to \$6,000 per individual. Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including 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 the Data Breach through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying,

mileage, and long-distance telephone charges. Settlement Class Members with Monetary Losses must submit documentation supporting their Claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. In the event that the aggregate amount of payments for unreimbursed documented Monetary Losses exceeds the remaining amount in the Settlement Fund after payment of Administration and Notice Costs, CAFA Notice costs, the Fee Award and Expenses, and Service Awards, then each Settlement Class Member’s Claim for documented Monetary Losses shall be proportionately reduced on a pro rata basis, and there will be no Residual Cash Payment or Credit Monitoring.

**4.3 Credit Monitoring.** Settlement Class Members are also eligible to claim two years of credit monitoring which will include at least one bureau credit monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this settlement benefit. In the event that the remaining amount in the Settlement Fund after payment of unreimbursed documented Monetary Losses, Administration and Notice Costs, CAFA Notice costs, the Fee Award and Expenses, and Service Awards is insufficient to pay for two years of Credit Monitoring for each claimant of that benefit, the duration of the Credit

Monitoring shall be reduced as necessary, and there will be no Residual Cash Payment.

4.4 **Residual Cash Payment.** Settlement Class Members may also submit a claim for a Residual Cash Payment, in addition to claiming reimbursement of documented Monetary Losses under Section 4.2 and/or Credit Monitoring under Section 4.3. The amount of this benefit shall be determined pro rata up to \$599 per individual based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, Claims for reimbursement of documented Monetary Losses, and Credit Monitoring costs. The Short Notice and Claim Forms will include the \$599 cap on Residual Cash Payment as well as Class Counsel's anticipated Residual Cash Payment amount based upon their experience with claims rates in similar cases.

4.5 **Remainder Funds.** Remainder Funds shall be distributed in equal parts to the NSS Lab and EFF for the specific purpose of data privacy and security research, subject to the Court's approval, or to any other charitable organization jointly recommended by the Settling Parties and approved by the Court.

4.6 **Data-Security Investments.** Defendant has provided confidential information to Class Counsel outlining updates to Defendant's cybersecurity technology and practices since around the time of the Data Breach. None of the past or future costs associated with the development and implementation of these updates

has been or will be paid by the Settlement Class Representatives and no portion of the Settlement Fund is to be used for this purpose.

## **5 SETTLEMENT ADMINISTRATION**

5.1 Administration and Notice Costs will be paid from the Settlement Fund, including the costs of direct mail notice, web publication notice, and any reminder notice(s) that Class Counsel elects to issue.

5.2 The Settling Parties agree Kroll will be the Settlement Administrator, which is charged with delivering sufficient notice (including direct mail notice and web publication notice) and administering the claims process. Within fourteen (14) Days of the entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator the Settlement Class List as called for in Section 6.3 herein. Should Kroll be unable, unwilling, or unavailable to serve and/or continue serving as the Settlement Administrator, the Settling Parties will jointly select a different qualified entity to serve as the Settlement Administrator.

5.3 The Settling Parties agree that all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) within ninety (90) Days after the Notice Date (the Claims Deadline).

5.4 Within ten (10) Days following the filing of this Settlement Agreement with the Court and pursuant thereto, Defendant shall cause a CAFA Notice to be served upon the appropriate state and federal officials. All expenses incurred in

connection with the preparation and service of the CAFA Notice shall be deducted from the Settlement Fund before it is deposited in the Escrow Account.

5.5 Defendant previously engaged an affiliate of Kroll to assist with providing notice of the Data Breach (the “Engagement”). Kroll and its affiliates will establish a wall between the personnel and information related to the Engagement, on the one hand, and the personnel and information related to Kroll’s service as the Settlement Administrator, on the other hand, which will prevent any confidential information received as a result of the Engagement from being used in connection with Kroll’s service as the Settlement Administrator. The wall will not prevent Defendant from providing the Settlement Class List to Kroll. Kroll’s service as the Settlement Administrator will not have any effect on discovery with respect to Kroll or its affiliates with respect to the Engagement, should there ever be such discovery. For example, it will not constitute a waiver of any privilege that may apply to communications between Defendant or its affiliates, attorneys, or agents and Kroll or its affiliates relating to the Engagement.

## **6 NOTICE TO SETTLEMENT CLASS MEMBERS**

6.1 The Settling Parties agree that the following Notice Plan provides reasonable notice to the Settlement Class.

6.2 The Short Notice shall be provided to Settlement Class Members by First Class U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address.

6.3 Defendant shall provide the Settlement Administrator with the Settlement Class List as specified in this Settlement Agreement. The Settlement Administrator will then, using the National Change of Address database maintained by the United States Postal Service, obtain updates, as needed, to the mailing addresses.

6.4 The Settlement Administrator shall agree to maintain the confidentiality of the Settlement Class List and related information provided by Defendant, to implement appropriate safeguards to prevent unauthorized access to that data, and to use that data strictly for the business purpose of administering the Settlement. The Settlement Administrator shall not provide the Settlement Class List (or related information provided by Defendant) to the Settlement Class Representatives or Plaintiffs' Counsel, except that the Settlement Administrator shall provide the total number of individuals on the Settlement Class List to Class Counsel.

6.5 Within forty-five (45) Days following entry of the Preliminary Approval Order (the Notice Date), the Settlement Administrator shall have provided

addressed copies of the Short Notice for all Settlement Class Members on the Settlement Class List to the United States Postal Service.

6.6 Prior to commencing the mailing of the Short Notice, the Settlement Administrator shall create a dedicated Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, relevant dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Short Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; (vi) the operative complaints in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website will constitute notice by web publication to all Settlement Class Members, including those who do not receive direct mail notice.

6.7 Before commencing the mailing of the Short Notice, the Settlement Administrator shall establish a toll-free help line whose number will be posted on the Settlement Website and that will be staffed during normal business hours with live operators who can answer questions about and provide information to Settlement Class Members regarding the Settlement and provide paper copies of the



Short Notice, Long Notice, Claim Form, and this Settlement Agreement upon request.

6.8 No later than fourteen (14) Days before the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel with an affidavit or declaration to file with the Court certifying compliance with the Court-approved Notice Plan.

## **7 OPT-OUT PROCEDURE**

7.1 Each Settlement Class Member shall have the right to request exclusion from the Settlement (*i.e.*, “Opt-Out”), relinquishing their rights to any benefits under this Settlement Agreement as provided for in the Preliminary Approval Order.

7.2 The Short Notice shall inform each Settlement Class Member of their right to request exclusion from the Settlement Class and not be bound by this Settlement Agreement if, before the Opt-Out Deadline, the Settlement Class Member completes and mails a Request for Exclusion to the Settlement Administrator at the address set forth in the Short Notice.

7.3 Valid Settlement Class Member Requests for Exclusion must: (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member’s signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment

entered pursuant to the Settlement; and (iv) be postmarked on or before the Opt-Out Deadline. Settlement Class Members who fail to submit a valid and timely Request for Exclusion shall be bound by the Settlement Agreement. Plaintiffs' Counsel will confirm the participation of the Settlement Class Representatives in the Settlement in advance of the execution of the Settlement Agreement.

7.4 If a Settlement Class Member files a Claim Form and submits a Request for Exclusion from the Settlement, then such Settlement Class Member will remain in the Settlement Class and the Request for Exclusion will be deemed void. If a Settlement Class Member files a separate action based on the same or similar facts in any tribunal but fails to submit a valid and timely Request for Exclusion, the Settlement Class Member will be deemed to be a member of the Settlement Class and such Settlement Class Member's claims (including the claims brought in the separate action) shall be deemed Released Claims.

7.5 No later than ten (10) Days after the Opt-Out Deadline, the Settlement Administrator shall provide the Court, Class Counsel, and Defendant's Counsel with a list identifying each Settlement Class Member who submitted a Request for Exclusion together with copies of the Requests for Exclusion and a declaration attesting to the completeness and accuracy thereof.

7.6 Settlement Class Members who submit a valid and timely Request for Exclusion are ineligible to receive benefits or compensation under this Settlement

Agreement and have no rights to object to the proposed Settlement or address the Court at the Final Approval Hearing.

7.7 An opt-out request that does not comply with these terms is hereby invalid.

## **8 OBJECTIONS TO THE SETTLEMENT**

8.1 The Settling Parties agree to ask the Court to require any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the proposed Settlement (i) if represented by counsel, to file any objection via the Court's electronic filing system; or (ii) if not represented by counsel, to send the objection to the Settlement Administrator and mail copies to Class Counsel and Defendant's Counsel via first-class postage prepaid mail to the addresses set out in Section 10.

8.2 Each objection must: (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) state that the objector has reviewed the Settlement Class definition and understands that they are a Settlement Class Member; (iv) state that the Settlement Class Member objects to the Settlement in whole or in part; (v) set forth a statement of the specific legal and factual basis or bases for the objection, including whether each objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and including any evidence

or legal authority the Settlement Class Member wishes to bring to the Court's attention; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; and (vii) state whether the Settlement Class Member intends to appear at the Final Approval Hearing.

8.3 Objections must be filed with the Court or mailed to the Settlement Administrator, Class Counsel, and Defendant's Counsel no later than sixty (60) Days after the Notice Date (the Objection Deadline) or as set by the Court. If an objection is mailed, the postmark date will be used to determine if the objection was filed by the Objection Deadline. The Objection Deadline shall be included in the Short Notice and Long Notice.

8.4 Between the Settling Parties, Class Counsel shall have sole responsibility for responding to any objections and may respond to the objections, if any, by means of a memorandum of law, filed and served at least fourteen (14) Days prior to the Final Approval Hearing. Defendant shall also have the right (but not the responsibility) to respond to any such objections and may elect to do so at its sole discretion.

8.5 An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he

or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Deadline.

8.6 The submission of an objection allows Class Counsel and Defendant's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking and/or overruling the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

8.7 Any Settlement Class Member who fails to submit a timely objection per the terms of this Settlement Agreement, the Long Notice, and as otherwise ordered by the Court, shall not be treated as having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

## **9 SERVICE AWARDS AND ATTORNEYS' FEES, COSTS, AND EXPENSES**

9.1 Any Service Award and the Fee Award and Expenses will be paid from the Settlement Fund.

9.2 To the extent permitted by applicable law, Settlement Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. The Settlement Administrator shall, from the Settlement Fund, pay any

Service Awards approved by the Court. In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the availability or amount of Service Awards shall constitute grounds for cancellation or termination of this Settlement Agreement.

9.3 Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund plus reasonable litigation expenses. Class Counsel shall submit a motion for Service Awards and Fee Award and Expenses no later than fourteen (14) Days before the Objection and Opt-Out Deadline. The Settlement Administrator shall post such motion to the Settlement Website on the same Day such motion is filed.

9.4 Unless otherwise ordered by the Court, Class Counsel shall have discretion to allocate any approved fee award amongst Plaintiffs' Counsel. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs. Unless otherwise ordered by the Court, any dispute concerning the allocation of such attorneys' fees and expenses awarded by the Court as amongst Plaintiffs' Counsel shall be decided by Class Counsel in their sole discretion.

9.5 Class Counsel will file applications with the Court for the requested Service Awards and Fee Award and Expenses.

9.6 The Settling Parties agree that the Court's approval or denial of any request for Service Awards and/or the Fee Award and Expenses is not a condition to this Settlement Agreement and is to be considered by the Court separately from the final approval, fairness, reasonableness, and adequacy of the Settlement. The failure of the Court or any appellate court to approve in full or at all any request by Class Counsel for the Service Awards and/or Fee Award and Expenses shall not be grounds for the Settlement Class Representatives, the Settlement Class, or Plaintiffs' Counsel to terminate or cancel this Settlement Agreement or proposed Settlement.

9.7 The Service Awards and Fee Award and Expenses awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than forty (40) Days after the Effective Date. Payment will be made to accounts designated by Class Counsel who shall have sole discretion in allocating attorneys' fees and expenses.

## **10 NOTICES**

10.1 All notices (other than the notice to the Settlement Class Members) required by this Settlement Agreement shall be made in writing and communicated by First Class U.S. mail and email to the following individuals at the following addresses:

All notices to Class Counsel shall be sent to:

Patrick A. Barthle II  
MORGAN & MORGAN COMPLEX LITIGATION GROUP  
201 N. Franklin Street, 7th Floor  
Tampa, FL 33602  
pbarthle@forthepeople.com

Kevin Laukaitis  
LAUKAITIS LAW LLC  
954 Avenida Ponce De Leon, Suite 205, #10518  
San Juan, PR 00907  
klaukaitis@laukaitislaw.com

Gary M. Klinger  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
gklinger@milberg.com

J. Cameron Tribble  
THE BARNES LAW GROUP, LLC  
31 Atlanta Street  
Marietta, GA 30060  
ctribble@barneslawgroup.com

All notices to Defendant shall be sent to:

Caz Hashemi  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
chashemi@wsgr.com

Eric Tuttle  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
701 Fifth Avenue, Suite 5100  
Seattle, WA 98104-7036  
etuttle@wsgr.com



John Karin  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
1301 Avenue of the Americas, 40th Floor  
New York, NY 10019-6022  
jkarin@wsgr.com

10.2 Other than attorney-client communications or those otherwise protected from disclosure pursuant to law or rule, the Settling Parties shall promptly provide to each other copies of comments, objections, Requests for Exclusion, or other documents or filings concerning the Settlement received from a Settlement Class Member as a result of the Notice Plan.

## **11 SETTLEMENT APPROVAL PROCESS**

11.1 By May 9, 2025, the Settlement Class Representatives and Class Counsel shall submit this Settlement Agreement to the Court and file a motion in the Action for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**, requesting, among other things:

- a. Certification of the Settlement Class for settlement purposes only;
- b. Preliminary approval of this Settlement Agreement;
- c. Appointment of John McNally, Jonathan Ayres, Kelly Collins, Debora Fisk, Patricia Kennemur, Deana Lindley, Vivian Lindley, Joyce Newman, David Owens, Chianti Prosser, Mohamad

Raychouni, Nathaniel Seibert, Josh Strock, and Kevin Williams  
as Settlement Class Representatives;

- d. Approval of the Notice Plan;
- e. Approval of a Short Notice substantially similar to the one attached hereto as **Exhibit C**;
- f. Approval of a Long Notice substantially similar to the one attached hereto as **Exhibit B**;
- g. Approval of a Claim Form substantially similar to the one attached hereto as **Exhibit A**; and
- h. Appointment of Kroll as the Settlement Administrator.

11.2 The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Settling Parties after submission to the Court.

11.3 After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) Days before the Final Approval Hearing, the Settlement Class Representatives and Class Counsel shall file a motion in the Action seeking final approval of the Settlement and entry of a Final Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.

## **12 FINAL APPROVAL HEARING**

12.1 The Settling Parties will recommend the Final Approval Hearing be scheduled no earlier than one hundred and fifty (150) Days after the entry of the Preliminary Approval Order.

12.2 Any Settlement Class Member who wishes to appear at the Final Approval Hearing must mail to the Court, Class Counsel, and Defendant's Counsel, or file a notice of appearance in the Action, by the Objection Deadline, as well as take actions required in the Long Notice or as otherwise required by the Court.

12.3 The Settlement Class Representatives shall present a motion requesting that the Court enter a Final Order and Judgment pursuant to Fed. R. Civ. P. 54(b), including the following provisions:

- a. A finding that the Notice Plan fully and accurately informs all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with Fed. R. Civ. P. 23, the United States Constitution, and any other applicable law;
- b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this

Settlement have been made, or a finding that all timely objections have been considered and denied;

- c. Approval of the Settlement, as set forth in this Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith and ordering the Settling Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. A finding that neither the Final Order and Judgment, the Settlement, or the Settlement Agreement constitutes an admission of liability by the Released Parties;
- e. A finding that the Settlement Class Representatives shall have been deemed to fully and finally release, relinquish, and discharge the Released Parties from the Released Claims;
- f. An order requiring that the Settlement Class Representatives voluntarily dismiss with prejudice each action included in the Litigation against Defendants' Customers no later than ten (10) days after the Effective Date;
- g. A finding that all Settlement Class Members who have not properly opted out of the Settlement Class are, following entry

of the Final Order and Judgment, deemed to have fully and finally released, relinquished, or discharged the Released Parties from the Released Claims; and

- h. If and when the Final Order and Judgment is entered, the claims against Defendant in the Action shall be dismissed with prejudice.

12.4 If the Settlement is not finally approved, is not upheld on appeal, or otherwise does not become Final for any reason, then the Settlement Class shall be decertified, the Settlement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Settling Party and shall not be deemed or construed to be an admission or confession by any Settling Party of any fact, matter, or proposition of law; and all Settling Parties shall stand in the same procedural posture as if the Settlement had never been negotiated, made, or filed with the Court. Any amount remaining in the Escrow Account shall be refunded to Defendant.

### **13 TERMINATION OF THIS SETTLEMENT AGREEMENT**

13.1 Defendant shall have the right, but not the obligation, to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement to the Settlement Class Representatives or to the Settlement Class Members, if any of the following conditions subsequent occurs: (i) the Court fails to enter the [Proposed] Preliminary Approval Order in a form materially

consistent with **Exhibit D** to this Settlement Agreement; (ii) the Settling Parties fail to obtain and maintain approval of the proposed Settlement; (iii) the Court requires a notice program in any form materially different from the Notice Plan specifically set forth in Section 6; (iv) the Court fails to enter a Final Order and Judgment materially consistent with the provisions in Section 12; (v) the Settlement does not become Final for any reason; (vi) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of this Settlement Agreement; or (vii) the total number of timely and valid Requests for Exclusion exceeds five (5) percent of the total number of Settlement Class Members. This Settlement Agreement is expressly contingent on: (i) the execution of this Settlement Agreement; (ii) preliminary approval of the Settlement by the Court; (iii) Final Approval of the Settlement by the Court, which is no longer subject to appeal; and (iv) the final, non-appealable dismissal of the Action with prejudice.

13.2 In the event that the above right to cancel or terminate is exercised, then Defendant shall have no further obligations under this Settlement Agreement to Settlement Class Members or the Settlement Class Representatives and shall have the right to terminate the entire Settlement and declare it null and void, except that Defendant shall pay the Administration and Notice Costs incurred up to the date the

right to cancel or terminate is exercised. Any amount remaining in the Escrow Account shall be refunded to Defendant.

## **14 RELEASES**

14.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including the Settlement Class Representatives, whether or not they have received an Award or Service Award, will be deemed by operation of this Settlement Agreement and by operation of the Final Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted the Released Parties from any and all of the Released Claims, and will be deemed to have also released any and all Unknown Claims.

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

14.3 Upon the Effective Date, each Settlement Class Member, including the Settlement Class Representatives, shall be barred from initiating, asserting, or prosecuting in any proceeding against any Released Parties any and all claims that are released by operation of the Settlement Agreement and the Final Order and Judgment.

14.4 Upon the Effective Date, Defendant and its representatives, officers, agents, directors, affiliates, successors, subsidiaries, parents, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Settlement Class Representatives, Class Counsel, and Plaintiffs' Counsel from any claims that arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, except for claims relating to the enforcement of the Settlement Agreement. Upon the Effective Date, the Settlement Class Representatives and their representatives, agents, heirs, successors, and attorneys (including Class Counsel and Plaintiffs' Counsel) absolutely and unconditionally release and discharge the Defendant, Defendant's Counsel, the Customers, and the Customers' counsel from any claims that arise out of or relate in any way to the defense or settlement of the Litigation, except for claims relating to the enforcement of the Settlement Agreement.

14.5 Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered



in connection therewith shall affect the dismissal of the Litigation, the res judicata effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Settling Parties.

14.6 The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Settlement Agreement. The Settling Parties expressly intend that all Released Parties shall have the right to directly enforce the provisions in this Section 14. The Settlement Agreement may be pleaded as a defense to any proceeding subject to this Section 14.

## **15 DISMISSAL OF LITIGATION**

15.1 The Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, consent to the dismissal of each action included in the Litigation with prejudice upon the Court's Final Approval of this Settlement Agreement.

15.2 The Settlement Class Representatives and Plaintiffs' Counsel agree to voluntarily dismiss each action included in the Litigation with prejudice no later than ten (10) days after the Effective Date.

15.3 Dismissal of the Litigation filed against Defendant's Customers is a material term of this Settlement Agreement. If the Litigation filed against

Defendant's Customers is not timely dismissed pursuant to Section 15.2, then Defendant may withhold the amount remaining in the Settlement Fund until all such Litigation is voluntarily dismissed with prejudice.

## **16 NO ADMISSION OF LIABILITY**

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

16.2 The Settling Parties agree and acknowledge that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission by Defendant or the Released Parties in the Litigation or any other proceedings that any claims are or would be viable or suitable for class treatment if the Litigation proceeded.

16.3 This Settlement Agreement, whether or not it shall become Final, and any and all negotiations, communications, and discussions associated with it shall not be:

- a. Offered or received by or against any Settling Party or Released Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Settling Party or a Released Party of the truth of any fact alleged by the Settlement Class Representatives, of the validity of any Released Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of the Settlement Class Representatives, Defendant, or any Released Party;
- b. Offered or received by or against the Settlement Class Representatives, Defendant, or any Released Party as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule, or regulation, or of any liability or wrongdoing by Defendant or any Released Party or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and

Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;

- c. Offered or received by or against the Settlement Class Representatives, Defendant, or any Released Party as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason against Defendant or any Released Party, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, then the Settlement Class Representatives, Defendant, or the Released Parties may refer to it to enforce their rights hereunder; or
- d. Construed as an admission or concession by the Settlement Class Representatives, the Settlement Class, Defendant, or any Released Party that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

16.4 These prohibitions on the use of this Settlement shall extend to, but are not limited to, any Settlement Class Member who opts-out of the Settlement pursuant to Section 7 above.

## **17 MISCELLANEOUS PROVISIONS**

17.1 **Further Steps.** The Settling Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Settlement Agreement and that Class Counsel, on behalf of the Settlement Class Representatives and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Settlement to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that they deem appropriate.

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

17.3 **Contractual Agreement.** The Settling Parties understand and agree that all terms of this Settlement Agreement, including the exhibits hereto, are contractual and are not a mere recital. The individual signing this Settlement

Agreement on Defendant's behalf represents that he is fully authorized to enter into, and to execute, this Settlement Agreement on Defendant's behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of the Settlement Class Representatives, and expressly to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e), and on behalf of each of the Settlement Class Representatives.

17.4 **Headings.** Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Settlement Agreement. In the event of a dispute concerning the terms and conditions of this Settlement Agreement, the headings shall be disregarded.

17.5 **Integration.** This Settlement Agreement constitutes the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement—including, without limitation, the Settlement Term Summary entered into by the Settling Parties on March 13, 2025. The Settling Parties acknowledge, stipulate, and agree that no covenants, obligations, conditions, representations, warranties, inducements, negotiations, or understandings have been made to or relied on by any Settling Party concerning any part or all of the subject matter of this Settlement Agreement other than the representations, warranties, and

covenants expressly contained and memorialized herein. In the event of any inconsistency between the Settlement Term Summary and this Settlement Agreement, this Settlement Agreement will govern.

17.6 **Exhibits.** The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated by reference and made part of the terms and conditions of this Settlement Agreement.

17.7 **Drafting.** The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Settling Party. No Settling Party shall be deemed the drafter of this Settlement Agreement. The Settling Parties acknowledge that the terms of the Settlement Agreement are contractual and are the product of negotiations between parties represented by counsel. Each Settling Party and their counsel cooperated in the drafting and preparation of the Settlement Agreement, and there was no disparity in bargaining power among the Settling Parties to this Settlement Agreement. In any construction to be made of the Settlement Agreement, the Settlement Agreement shall not be construed against any Settling Party and any canon of contract interpretation to the contrary shall not be applied.

17.8 **Modification or Amendment.** Before Final Approval of this Settlement Agreement is ordered by the Court, this Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by an

express writing signed by the Settling Parties who executed this Settlement Agreement, or their successors. Following Final Approval of this Settlement Agreement, after all appeals have been exhausted in favor of the Final Approval and the time period to file such appeals has expired, this Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, absent a court order. Notwithstanding the above, any Settling Party unilaterally may change the notice designee(s) that apply to that Settling Party under Section 10.1 at any time.

17.9 **Waiver.** The failure of a Settling Party to insist upon strict performance of any provision of this Settlement Agreement shall not be deemed a waiver of such Settling Party's rights or remedies or a waiver by such Settling Party of any default by another Settling Party in the performance or compliance of any of the terms of this Settlement Agreement. In addition, the waiver by one Settling Party of any breach of this Settlement Agreement by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

17.10 **Severability.** Should any part, term, or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal, invalid, unenforceable, or void, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder, and this Settlement Agreement shall continue in full force and effect without said provision to the extent this Settlement Agreement is not terminated pursuant to Section 13.



17.11 **Counterparts.** The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. This Settlement Agreement may be executed using electronic signature technology (*e.g.*, via DocuSign, Adobe Sign, or other electronic signature technology), and such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

17.12 **Electronic Mail.** Transmission of a signed Settlement Agreement by electronic mail shall constitute receipt of an original signed Settlement Agreement by mail.

17.13 **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inures to the benefit of, the Settling Parties and their representatives, heirs, executors, successors, and assigns.

17.14 **Governing Law.** All terms and conditions of this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of Georgia, without giving effect to that state's choice-of-law principles. However, the Settling Parties acknowledge that the federal law of the United States applies to consideration and approval of the Settlement, certification

of the Settlement Class, and all related issues such as any petition for the Fee Award and Expenses.

17.15 **Interpretation.** The following rules of interpretation shall apply to this Settlement Agreement:

- a. Definitions apply to the singular and plural forms of each term defined;
- b. Definitions apply to the masculine, feminine, and neuter genders of each term defined;
- c. Whenever the words “include,” “includes,” or “including” are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

17.16 **Fair and Reasonable.** The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them and the Released Parties with respect to the Litigation. The Settling Parties, Plaintiffs’ Counsel, and Defendant’s Counsel agree that—considering the time, expense, and inherent uncertainties of pursuing and defending protracted litigation—this Settlement Agreement reflects a good faith, fair, and reasonable compromise of the disputed claims raised by the Settlement Class Representatives and the Settlement Class reached voluntarily after consultation with legal counsel and with the assistance and

involvement of a neutral mediator. All terms, conditions, and exhibits substantially in their form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. The Settling Parties have arrived at this Settlement Agreement as a result of extensive arm's-length negotiations taking all relevant factors, present or potential, into account.

17.17 **Jurisdiction.** The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute, including any allocation of the Fee Award and Expenses, arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain exclusive jurisdiction over the Settlement Class Representatives, the Settlement Class, Plaintiffs' Counsel, and Defendant for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

17.18 **Extensions of Time.** The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to Court dates).


17.19 **No Government Third-Party Rights or Beneficiaries.** No government agency or official (in their official capacity) can claim any rights under this Settlement Agreement.

17.20 **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Order and Judgment is entered.

17.21 **Public Statements.** The Settlement Class Representatives and Plaintiffs' Counsel hereby agree not to make any statements to the press, on the internet, or in any public forum, either orally or in writing, that undermine or contradict the Settlement or any of its terms. The Settling Parties, with respect to this Litigation, while in Court and/or addressing the Court, may discuss the Settlement, the terms of the Settlement, any matter addressed in the Settlement Class Representatives' motion for preliminary approval, or any other aspect of the Litigation as needed in order to further or enforce the Settlement.


IN WITNESS WHEREOF, the Settling Parties have herby accepted and agreed to this Settlement Agreement.

Counsel for the Settlement Class Representatives

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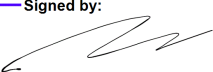
Date: May 9, 2025

Patrick A. Barthle II

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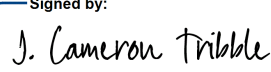
Date: May 9, 2025

Kevin Laukaitis

Signed by:  
  
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Date: May 9, 2025

Gary M. Klinger

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Date: May 9, 2025

J. Cameron Tribble

Counsel for Defendant Infosys McCamish Systems, LLC

Signed by:  
  
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Date: May 9, 2025

Caz Hashemi