

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Settlement Agreement”) is entered into by and between (i) Christopher Menard (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below), and (ii) Bray International Inc., (“Bray” or “Defendant”) in the case titled *Christopher Menard v. Bray International Inc.*, Case No. 2025-51687, in the District Court for Harris County, Texas (the “Action”). Defendant and Plaintiff are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on July 9, 2025, Plaintiff filed a Class Action Complaint against Defendant in the United States District Court for the Southern District of Texas (the “Federal Action”) relating to a Data Incident affecting Defendant which Defendant discovered on or around May 13, 2025, and asserted claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty;

WHEREAS, in light of information learned, on July 24, 2025, Plaintiff voluntarily dismissed the Federal Action and filed the Action in this Court, and asserted the same causes of action;

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Settlement Class Representative and the class have suffered any damage(s) or harm, and/or that the Action satisfies the requirements to be tried as a class action under Rule 42 of the Texas Rules of Civil Procedure; and

WHEREAS, following extensive arm’s length settlement negotiations for several months, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

WHEREAS this Settlement Agreement is for settlement purposes only, and nothing in this Settlement 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 the 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 the Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Settlement Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and call causes of action and 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 Settlement Agreement, the following defined terms shall have the meanings set forth below:

1. “**Action**” has the meaning set forth in the preamble to this Settlement Agreement.
2. “**Aggregate Cap**” means the maximum amount in the aggregate payable by Defendant for all Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses, and Alternative Cash Payments pursuant to this Settlement Agreement, which amount is two hundred twenty-seven thousand dollars (\$227,000).
3. “**Alternative Cash Payment**” means a cash payment of \$45.00 that Settlement Class Members may elect to receive in accordance with the terms of Paragraph 49, but only in the alternative to any and all claims that otherwise could be made for Ordinary Losses, Lost Time, and Extraordinary Losses.
4. “**Approved Claim**” means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator in accordance with the Claims Review Process.
5. “**Claim Form**” means the form(s) (substantially in the form of **Exhibit C**) that will be available for Settlement Class Members to complete and submit to the Settlement Administrator. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.
6. “**Claims Deadline**” means the date by which a Claim Form must be postmarked (if mailed) to the Settlement Administrator or submitted (if filed electronically) to the Settlement Website to be considered timely, which date shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
7. “**Claims Period**” means the period of time ending ninety (90) days after the Notice Deadline during which Settlement Class Members may submit Claim Form(s) to receive settlement benefits.
8. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 52.
9. “**Class Counsel**” means Strauss Borrelli PLLC.
10. “**Class Representative**” means Christopher Menard, the Plaintiff in the Action.
11. “**Court**” means the 151st Judicial District Court for Harris County, Texas.
12. “**Credit Monitoring Services**” means two years of one-bureau credit monitoring provided by Simpluris. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

13. “**Data Incident**” means the data security incident affecting Defendant which occurred in or around April 2024.

14. “**Defendant’s Counsel**” means Mullen Coughlin, LLC.

15. “**Effective Date**” means thirty (30) business days after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and the Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) 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 Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

16. “**Extraordinary Losses**” means monetary losses that meet the following conditions: (i) The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; (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; and (vi) is supported with third-party documentation provided in accordance with and as set forth in Paragraph 49. The maximum amount any one Settlement Class Member may recover for extraordinary losses is \$3,000.00.

17. “**Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with the Action.

18. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving this Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representative.

19. “**Final Approval Order**” means an order substantially in the form attached hereto as **Exhibit E** that the Court enters after the Final Approval Hearing, which orders that judgment be entered accordingly, finally approves this Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Rule 42 of the Texas Rules of Civil Procedure, and is consistent with all material provisions of this Settlement Agreement. Notwithstanding the foregoing, any order modifying or reversing any

Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order is "Final" as defined herein or any other aspect of the Final Approval Order.

20. "**Litigation Costs and Expenses**" means reasonable costs and expenses incurred by Class Counsel for Plaintiff in connection with commencing, prosecuting, and settling the Action.

21. "**Lost Time**" means time a Settlement Class Member spent monitoring financial or other accounts, researching credit monitoring options and/or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of four (4) hours at \$20.00 per hour (not to exceed 4 hours or \$80 per person), supported by an attestation that the activities were related to the Data incident and identifying how the time was spent, made under the penalty of perjury. Approved Claims for Lost Time are subject to the \$400.00 cap on Ordinary Losses as set forth in Paragraph 49.

22. "**Notice**" means notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the form attached hereto as **Exhibit A** ("Short Form Notice") and **Exhibit B** ("Long Form Notice"), and includes the Settlement Website.

23. "**Notice Deadline**" means the last day by which Notice must begin to issue to the Settlement Class Members, which date shall be the day that is thirty (30) days after entry of the Preliminary Approval Order.

24. "**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 any person to be a Settlement Class Member, and administering, calculating and distributing Settlement Payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

25. "**Objection Deadline**" is the last day on which a Settlement Class Member may file an objection to the Settlement with a copy to the court and counsel, or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline.

26. "**Opt-Out**" means any Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, and (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline.

27. "**Opt-Out Deadline**" is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

28. **“Ordinary Losses”** means unreimbursed and documented (in accordance with and as set forth in Paragraph 49) expenses and fees actually incurred or spent as a result of the Data Incident between April 17, 2024 and the Claims Deadline, including, without limitation, 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 mailing of the notice of data breach, through the date of claim submission, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Ordinary Losses (which includes Approved Claims for Lost Time) is \$400.00.

29. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 62.

30. **“Person”** means any individual, corporation, company, partnership, limited liability company, trust or other group or entity (including any court, government or agency, commission, board or authority thereof, federal, state or local, domestic, foreign or multinational).

31. **“Personal Information”** includes, but is not limited to, name, Social Security number, driver’s license number, government identification number, financial account information, credit card information, passport number, and/or medical information. The term “Personal 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 Settlement Agreement, or how the Parties may use the term in other circumstances.

32. **“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 42 of the Texas Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. 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 attached hereto as **Exhibit D**.

33. **“Released Claims”** shall collectively mean any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any

of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. “Released Claims” shall not include any claims or defenses (including affirmative defenses) unrelated to the Data Incident that Plaintiff and Settlement Class Members have, or may have in the future, against Defendant and, to avoid doubt, that Defendant may have, or may have in the future, against Plaintiff or any Settlement Class Member related to the Data Incident.

34. **“Released Parties”** means Defendant and each and every of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action.

35. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, 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 behalf.

36. **“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.

37. **“Service Award”** means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this litigation.

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

39. **“Settlement Administrator”** means Simpluris, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court, to administer the settlement.

40. **“Settlement Class”** means all individuals residing in the United States whose Personal Information was potentially accessible in the Data Incident experienced by Defendant in April 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over the Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

41. “**Settlement Class List**” means the list generated by Defendant containing the full names and current or last known addresses for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

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

43. “**Settlement Class Representative**” means Plaintiff Christopher Menard.

44. “**Settling Parties**” means, collectively, Defendant and Plaintiff, individually and on behalf of the Settlement Class Members.

45. “**Settlement Payment**” or “**Settlement Check**” means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member pursuant to the process as set forth in Paragraph 53.

46. “**Settlement Website**” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, 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 shall contain relevant documents, including, but not limited to, the Notice, this Settlement 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. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. 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.

47. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/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 not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including the Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code § 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

48. “**United States**” means all 50 states, the District of Columbia, and all territories.

II. SETTLEMENT BENEFITS

49. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time, or, in the alternative, Alternative Cash Payments, as described below, up to the Aggregate Cap. In the unlikely event that the total Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time, and Alternative Cash Payments would exceed the Aggregate Cap, such Approved Claims will be decreased *pro rata* to stay within the Aggregate Cap. Approved Claims for Credit Monitoring Services are not included in this cap. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (d) below or, in the alternative, an Alternative Cash Payment.

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through Simpluris.
- b. **Claims for Extraordinary Losses.** Settlement Class Members who submit a valid Claim Form with supporting third-party documentation shall be eligible to receive compensation for Extraordinary Losses (as defined in Paragraph 16) of up to \$3,000.00, subject to the following further conditions:
 - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
 - ii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
 - iii. The loss was incurred after April 17, 2024, and before the Claims Deadline;

- iv. The loss is not already covered by the Ordinary Loss or Lost Time categories; and
 - v. The Participating 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 Ordinary Losses.** Settlement Class Members who submit a valid Claim Form with supporting third-party documentation for each item of expenditure claimed shall be eligible to receive compensation for Ordinary Losses (as defined in Paragraph 28) of up to \$400.00, subject to the following further conditions:
- i. *Out of pocket expenses actually incurred* as a result of the Data Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; lost time; 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 mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident.
- d. **Claims for Lost Time.** Settlement Class Members who submit a valid Claim Form shall be eligible to receive compensation for Lost Time (as defined in Paragraph 21), up to 4 hours at a rate of \$20.00 per hour (for a maximum of \$80.00) per claimant.). Claims for Lost Time shall be subject to the \$400 cap on Ordinary Losses. Participating Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$400.00. cap for Ordinary Losses.
- e. **Alternative Cash Payment:** Settlement Class Members can make a Claim for a single forty-five dollar and zero cents (\$45.00) cash payment in the alternative to Claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Credit Monitoring; if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, and Extraordinary Losses. To receive this benefit, Settlement Class Members must submit a valid claim form.

50. **Business Practice Commitments.** Upon request, Defendant will provide a confidential declaration to Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the cost of those

enhancements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits and apart from the Aggregate Cap.

VI. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

51. **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. In submitting a Claim Form, a Settlement Class Member must affirm under the laws of the United States that the information and documents submitted are true and correct. The Settlement Class Member must submit reasonable third-party documentation for Ordinary Losses, and third-party documentation for Extraordinary Losses. 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 Settlement Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

52. **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, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will determine to what extent documentation for Ordinary Losses and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- d. In determining whether claimed Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after April 17, 2024; (ii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iii) any other factors the Settlement Administrator reasonably deems relevant.
- e. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

- f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- g. To the extent the Settlement Administrator determines that a timely claim by a Settlement Class Member 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.
- h. 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, including any supporting documents. 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 the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

53. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment and also provide funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment in accordance with the terms of this Settlement Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 53(a).

- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Settlement Agreement within the Claims Period, 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 Settlement Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

54. **Limitation on Reimbursable Expenses.** Nothing in this Settlement Agreement shall be construed as requiring Defendant to provide, and Defendant shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

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

56. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, 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 email 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.

57. **Voided Checks.** In the event a Settlement Check becomes void, the Participating 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 this Settlement Agreement will in all other respects be fully enforceable against the Participating 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.

VII. NOTICE TO THE SETTLEMENT CLASS

58. **Timing of Notice.** Within fourteen (14) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

59. **Form of Notice.** Notice shall be disseminated via U.S. mail and email, to the extent Settlement Class Members' email addresses are known to Defendant, to Settlement Class Members

as postcard notice with an attached, tear-off Claim Form. Before Notices are mailed, Class Counsel and Defendant'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 (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

60. **Settlement Website.** The Settlement Administrator will establish and publish 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 Settlement Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, and costs and service awards, and the operative petition in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claims online via the Settlement Website. 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.

61. **Cost of Notice and Administration.** Defendant will pay for the reasonable Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraph 49, as invoiced. The Settlement Administrator shall provide an invoice, payment instructions, and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order.

VIII. OPT-OUTS AND OBJECTIONS

62. **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 "Opt-out Deadline"). The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice 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. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Settlement Agreement. No person shall purport to exercise any exclusion rights of any other person, or purport to (a) opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating 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.

63. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline (the “Objection Deadline”) and simultaneously filing the written objection with the Court by 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 class, or to the entire 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 (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

64. Within seven (7) days after the Objection Deadline and Opt-out Deadline, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid requests for exclusions and objections.

IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice (as outlined in Section VII) to be effectuated in accordance with the terms of this Settlement Agreement and 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;
- e. Establishing and maintaining the Settlement Website;

- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out Deadline and Objection Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs, and other data agreed to between Class Counsel, Defendant's Counsel and the Settlement Administrator;
- l. 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
- m. Performing any function related to settlement administration as provided for in this Settlement Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

66. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and the Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, the certification of the Settlement Class shall be void, or (3) this Settlement Agreement is otherwise terminated or cancelled pursuant to the terms of this Settlement Agreement, the certification of the Settlement Class shall be void, and neither this Settlement 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. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Settlement Class Representative as the representative for the Settlement Class.

67. **Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

68. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement and request that Judgment be entered, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, 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. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Final Approval Order shall be in the form attached as **Exhibit E**.

69. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement 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 this Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XI. MODIFICATION AND TERMINATION

70. **Modification.** The terms and provisions of this Settlement 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 Settlement 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 Settlement Agreement.

71. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Settlement Agreement by providing written notice

of their or its election to do so (“Termination Notice”): (1) within fourteen (14) days of the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys’ fees and costs and/or Service Award shall constitute grounds for termination of the Settlement.

72. **Effect of Termination.** In the event of a termination as provided in Paragraph 71, this Settlement Agreement shall be considered null and void; all of the Parties’ obligations under this Settlement 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 Settlement Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

XII. RELEASES

73. **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.

74. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims”, as defined in Paragraph 47, means claims that could have been raised in the Action and claims Releasing Parties 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, the Releasing Parties 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 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.

Upon the Effective Date, each Releasing Party 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. 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 Released Claims or relation of the Released Parties thereto, 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 the Releasing Parties shall be deemed by operation of this Settlement Agreement to have acknowledged, that the foregoing waiver is a material term of this Settlement Agreement.

75. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

76. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating 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 Settlement 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.

XIII. SERVICE AWARD

77. **Service Award.** At least fifteen (15) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a motion seeking a service award payment not to exceed Three Thousand, Five Hundred Dollars and Zero Cents (\$3,500) for the Settlement Class Representative in recognition of his contributions to the Action, subject to Court approval. Defendant shall pay the Court-approved Service Award to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. The amount of attorneys' Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

78. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount 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 amount of the service awards shall constitute grounds for termination of this Settlement Agreement.

XIV. ATTORNEYS' FEES, COSTS, EXPENSES

79. **Attorneys' Fee Award and Costs.** At least fifteen (15) days before the Opt-Out Deadline and Objection Deadline, Class Counsel will file a motion for Fee Award and Costs, to include any Litigation Costs and Expenses, to be paid by Defendant. Defendant agrees not to oppose Class Counsel's request for an award of attorneys' fees and costs not to exceed One Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). If Class Counsel seeks more than \$125,000.00 in attorneys' fees and costs, Defendant reserves all rights to object

and oppose such request. Defendant shall pay the Court-approved Fee Award and Costs to an account established by Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly complete and duly executed IRS Form W-9 and payment instructions, whichever is later. Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Class Counsel. The amount of attorneys' Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

80. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, 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 shall constitute grounds for termination of this Settlement Agreement.

XV. NO ADMISSION OF LIABILITY

81. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement 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 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 party of any fault, liability, or wrongdoing of any kind whatsoever. Defendant has denied and continues to deny each of the claims and contentions alleged in the Petition. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Settlement Agreement or otherwise. Defendant has agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

82. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

83. This Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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 party of any fault, liability, or wrongdoing of any kind whatsoever.

84. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Settlement Agreement may be pleaded as a full and

complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement or the Releases contained herein.

XVI. MISCELLANEOUS

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

86. **Entire Agreement.** This Settlement 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 Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Settlement Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

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

88. **Other Litigation.** Up to the limits of applicable ethical rules, Class Counsel has no client or prospective client other than Plaintiff who has a potential claim against Defendant relating to the Data Incident, has no present intention to investigate, initiate, solicit, actively seek out, or pursue a lawsuit against Defendant relating to the Data Incident on behalf of any client or prospective client relating to the Data Incident, and voluntarily agrees to cease any advertising regarding the Action, or any other potential lawsuit relating to the Data Incident.

89. **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.

90. **Binding Effect.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

91. **Singular and Plurals.** As used in this Settlement 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.

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

93. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement 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.

94. **Cooperation of Parties.** The Parties to this Settlement 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 Settlement Agreement.

95. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

97. **Governing Law.** This Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law.

98. **Counterparts.** This Settlement 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.

99. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Brittany Resch
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Tel: (872) 263-1100
Email: bresch@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Amanda N. Harvey
MULLEN COUGHLIN LLC
1452 Hughes Rd Suite 200
Grapevine, TX 76051
Tel: (267) 930-1697
Email: aharvey@mullen.law

1452 Hughes Rd Suite 200
Grapevine, TX 76051
Tel: (267) 930-1697
Email: aharvey@mullen.law

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

100. **Authority.** Any person executing this Settlement 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 Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

SIGNATURES


CHRISTOPHER MENARD

By: _____


Date: 01 / 22 / 2026

STRAUSS BORRELLI PLLC

Counsel for Plaintiff and the Class (as to form only)

By: _____

Brittany Resch

Date: 01 / 23 / 2026

BRAY INTERNATIONAL INC.

By: _____

Date: _____

Name: _____

Title: _____

MULLEN COUGHLIN LLC

Counsel for Defendant (as to form only)

By: _____
Amanda N. Harvey

Date: _____

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

100. **Authority.** Any person executing this Settlement 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 Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

SIGNATURES

CHRISTOPHER MENARD

By: _____

Date: _____

STRAUSS BORRELLI PLLC

Counsel for Plaintiff and the Class (as to form only)

By: _____
Brittany Resch

Date: _____

BRAY INTERNATIONAL INC.

By: Jeffrey D. Hopkins

Date: 1/26/2026

Name: Jeffrey D. Hopkins

Title: Chief Legal Officer

MULLEN COUGHLIN LLC

Counsel for Defendant (as to form only)

By: _____
Amanda N. Harvey

Date: 1/26/26

— EXHIBIT A —

Bray International Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***Christopher Menard v. Bray International
Inc.***

Case No. 2025-51687

**IF YOUR PRIVATE INFORMATION WAS
POTENTIALLY IMPACTED IN THE APRIL 2024
BRAY INTERNATIONAL INC. DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS, AND YOU MAY
BE ELIGIBLE TO RECEIVE BENEFITS FROM A
CLASS ACTION SETTLEMENT**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.SETTLEMENTWEBSITE.COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Bray International Inc. ("Bray International" or "Defendant") in a class action lawsuit. This case is about a data security incident that occurred in April 2024 that affected certain information on Bray International's network (the "Data Incident"). Certain files that contained private information were potentially accessed. These files may have contained personal information, which varied by individual, and include names, Social Security numbers, and/or driver's license numbers.

Bray International denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All individuals residing in the United States whose Personal Information was potentially accessible in the Data Incident experienced by Defendant in April 2024, including all those individuals who received notice of the Data Incident."

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

What are the Settlement benefits?

Option A: (1) Two years of **Credit Monitoring Services**. (2) If you have third-party documented losses you can get back up to **\$400** for out-of-pocket expenses and up to **\$3,000** for fraud or identity theft losses. (3) If you spent time fixing problems caused

by this incident, you can get back \$20/hour for up to four hours (up to **\$80**).

Option B: *instead of any benefits in Option A*, you can get a one-time **\$45** payment.

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

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 Bray International 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 attorney's fees and costs of up to \$125,000, and \$3,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



Bray International Data Incident Settlement

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

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

Only one Claim Form per Class Member.

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Login ID: «LoginID»
PIN: «PIN»

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring Services**, and/or a cash payment for **Lost Time** OR an **Alternative Cash Payment**.

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

Check this box to enroll in two years of **Credit Monitoring Services** from CyEx Financial Shield Complete.

Check this box to claim a cash payment for **Lost Time**.

I spent (select only **one**): 1 hour (\$20) 2 hours (\$40) 3 hours (\$60) 4 hours (\$80)

OR

Check this box to claim a one-time \$45.00 **Alternative Cash Payment**.

How would you like to be paid:

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

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

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

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Christopher Menard, individually and behalf of all others similarly situated v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE APRIL 2024 BRAY INTERNATIONAL INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ELIGIBLE TO RECEIVE BENEFITS FROM A CLASS ACTION SETTLEMENT

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 Bray International Inc. (“Bray International” or “Defendant”) in a class action lawsuit. This case is about a data security incident that occurred in April 2024 that affected certain information on Bray International's network (the “Data Incident”). Certain files that contained private information were potentially accessed. These files may have contained personal information, which varied by individual, and include names, Social Security numbers, and/or driver's license numbers.
- The lawsuit is called *Christopher Menard, on behalf of himself and all others similarly situated v. Bray International Inc.*, Case No. 2025-51687. It is pending in the 151st Judicial District Court for Harris County, Texas (the “Litigation”).
- Bray International denies all of the claims made against it in the Litigation, as well as all allegations of wrongdoing or liability against it. 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.
- Bray International'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 Bray International.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	<u> </u> , 2026
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> , 2026
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 151st Judicial District Court of Harris County, Texas, 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 *Christopher Menard v. Bray International Inc.*, Case No. 2025-51687. It is pending in the 151st District Court for Harris County, Texas. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Bray International Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that a data incident occurred in April 2024 that affected certain information on Bray International's network, including certain files that contained private information were potentially accessed. These files may have contained personal information, which varied by individual, and includes names, Social Security numbers, and/or driver's license numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Christopher Menard. 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 is 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 attorney 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 residing in the United States whose Personal Information was potentially accessible in the Data Incident discovered by Defendant in April 2024, including all those individuals who received notice of the Data Incident.”

6. Are there exceptions to being included?

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

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

The Settlement provides for a number of different benefits available to Settlement Class Members who submit valid claims. You have two options:

OPTION A: Select one or more of the following benefits:

- Credit Monitoring Services
- Ordinary Losses (out-of-pocket expenses)
- Extraordinary Losses (losses due to identity theft or fraud)
- Lost Time

OR

OPTION B: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

The maximum total amount for which Defendant is obligated to pay for all Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses, and Alternative Cash Payments shall be \$227,000. In the event that the aggregate claims of the class exceed \$227,000, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments does not exceed \$227,000.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

BENEFITS

Option A:

Credit Monitoring Services. All Class Members are eligible to enroll in two years of **CyEx Financial Shield Complete**. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

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

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

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$400.00**. The losses must have occurred between April 13, 2024, 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 third-party 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.

Extraordinary Losses (losses due to identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$3,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data 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 April 13, 2024, and [\[Claims Deadline\]](#).

You need to send third-party 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.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

If you are also claiming a payment for Ordinary Losses, the total with Lost Time is subject to the \$400.00 cap.

Option B:

Alternative Cash Payment. Instead of the benefits in Option A, you may claim a one-time **\$45.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. If you stay in the class, you won't be able to be part of any other lawsuit against Bray International about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XII) 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:

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

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

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting third-party 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. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement payments and Credit Monitoring will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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 attorney Brittany Resch of Strauss Borrelli PLLC, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$125,000.00 as reasonable attorney's fees and costs of litigation. This amount will be paid by Bray International or its representative.

Class Counsel will also ask for a Service Award Payment of \$3,500.00 for the Class Representative. The Service Award Payment will be paid into an account by Bray International and Class Counsel will distribute

the award. Any attorneys' fees, costs, and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

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 Bray International 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: *Christopher Menard v. Bray International Inc.*, Case No. 2025-51687, pending in the 151st Judicial District Court for Harris County, Texas;
- (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:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Christopher Menard v. Bray International Inc.*, Case No. 2025-51687, pending in the 151st Judicial District Court for Harris County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) whether the objection applies only to you, or to other Class Members, as well;
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you or your lawyer have objected in any other class action cases, list the names, courts, and civil action numbers for each of those cases;
- (7) whether you or your attorney intend to appear at the Final Approval Hearing;
- (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]	Bray International Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Central Time**, in Room **[Court Room]** of the 151st Judicial District Court for Harris County, Texas, 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: Bray International Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

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

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

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Christopher Menard v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was potentially accessible in the Data Incident experienced by Defendant in April 2024, including all those individuals who received notice of the Data Incident.”

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

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

AVAILABLE BENEFITS

The Settlement provides for a number of different benefits to Settlement Class Members who submit valid claims. You have two options:

OPTION A: Select one or more of the following benefits:

- Credit Monitoring Services
- Ordinary Losses (out-of-pocket expenses)
- Extraordinary Losses (losses due to identity theft or fraud)
- Lost Time

OR

OPTION B: Alternative Cash Payment

- Receive a one-time \$45.00 cash payment

The maximum total amount for which Defendant is obligated to pay for all Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses, and Alternative Cash Payments shall be \$227,000. In the event that the aggregate claims of the class exceed \$227,000, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments does not exceed \$227,000.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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]

Christopher Menard v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

BENEFITS

Option A:

Credit Monitoring Services. All Class Members are eligible to enroll in two years of **CyEx Financial Shield Complete**. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

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

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

Ordinary Losses (out-of-pocket expenses). If you incurred actual, third-party documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$400.00**. The losses must have occurred between April 13, 2024, 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 third-party 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.

Extraordinary Losses (losses due to identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **\$3,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident

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]

Christopher Menard v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

- 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 April 13, 2024, and [Claims Deadline].

You need to send third-party 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.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

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

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

If you are also claiming a payment for Ordinary Losses, the total with Lost Time is subject to the \$400.00 cap.

Option B:

Alternative Cash Payment. Instead of the benefits in Option A, you may claim a one-time **\$45.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Christopher Menard v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail. **You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit **www.[SettlementWebsite].com**

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Christopher Menard v. Bray International Inc.

Case No. 2025-51687

151st Judicial District Court for Harris County, Texas

DATA 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.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting third-party 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 D —

CAUSE NO. 2025-51687

CHRISTOPHER MENARD, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

BRAY INTERNATIONAL INC.,

Defendant.

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

151st JUDICIAL DISTRICT

Hon. Erica R. Hughes

[PROPOSED] PRELIMINARY APPROVAL ORDER

Plaintiff Christopher Menard, by and through his counsel, has submitted a Class Action Settlement Agreement (the “Settlement”) and has applied under Texas Rule of Civil Procedure 42 for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement, (2) certifying a class for purposes of settlement, (3) approving the form and method of notice to the Settlement Class Members, and (4) scheduling a Final Fairness Hearing to consider final approval of the Settlement. The Court has given due consideration to the terms of the Settlement, the exhibits to the Settlement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to the Settlement Class Members and a final hearing on whether the Settlement is fair, reasonable, and adequate.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff, the Settlement Class Members, and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that for the purposes of settlement and notice the requirements of Texas Rule of Civil Procedure 42 have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as there are thousands of members;
- b. There are questions of law or fact common to the Settlement Class based upon the claims raised in the lawsuit stemming from the Data Incident;
- c. The Plaintiff's claims are typical of the claims of the Settlement Class and stem from the same Data Incident;
- d. The Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class as they have the same interests in claims relating to the Data Incident;
- e. A class action provides a fair and efficient method for adjudication of the controversy, as questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members in that the questions all relate to the Data Incident, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy as it will resolve all claims through one proceeding.

The Court therefore **CERTIFIES** the following Settlement Class:

All individuals residing in the United States whose Personal Information was potentially accessible in the Data Incident experienced by Defendant in April 2024, including all those individuals who received notice of the Data Incident.

4. The Court appoints Plaintiff as Class Representative of the Settlement Class and appoints Brittany Resch of Strauss Borrelli PLLC as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the Parties to the Settlement to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval.

6. The proposed Notice in the forms attached to the Settlement, and the manner of distribution of such Notice by direct mail and email, if known, are hereby approved by this Court as the best notice practicable to the Class. The proposed Notice attached to the Settlement and the manner of distribution of such by posting to the Settlement Website, is hereby approved by the Court. The form and manner of notice proposed in the Settlement complies with the requirements of due process. The Claim Form is likewise approved by the Court.

7. Pursuant to Texas Rule of Civil Procedure 42, a Final Fairness Hearing shall be held before the undersigned at the [ADDRESS] (or by telephone or video conference, if necessary) at [] on [], 2026, for the purposes of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses, and a Service Award. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

8. Simpluris is appointed as Claims Administrator and shall cause notice to be sent to each Settlement Class Member as set forth in the Settlement.

9. Settlement Class Members shall be afforded an opportunity to opt-out of the Settlement. Any Settlement Class Member wishing to opt-out shall individually sign and timely submit written notice clearly manifesting their intent to be excluded from the Settlement Class within 60 days after the day on which the notice program commences to the designated Post Office box established by the Claims Administrator. Settlement Class Members who submit valid and timely notices of their intent to opt-out from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of this Settlement. Settlement Class Members who do not timely and validly opt-out of the Settlement Class shall be bound by all determinations and judgments in the action concerning the Settlement.

10. Settlement Class Members who have not opted-out of the Settlement Class shall be afforded an opportunity to object to the terms of the Settlement. Any objection must include: (i) the name of these 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 class, or to the entire 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 (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. To be timely, written objections must be mailed to the Settlement Administrator and postmarked no later than sixty (60) days after the Notice Deadline (the "Objection Deadline") and simultaneously filed with the Court by the Objection Deadline.

11. Any Settlement Class Member who does not make his or her objection known in the manner provided in the Settlement and 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.

12. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement 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.

13. Any lawyer intending to appear at the Final Fairness Hearing must be authorized to represent a Settlement Class Member, must be duly admitted to practice law before the Court, and must file a written appearance. Copies of the appearance must be served on Settlement Class Counsel and counsel for Defendant in accordance with applicable rules of Court.

14. No later than fourteen (14) days prior to the deadlines for a Settlement Class Member to opt-out of or object to the Settlement, Settlement 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, to be considered at the Final Fairness Hearing.

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

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

IT IS SO ORDERED.

SIGNED this ____ day of _____, 2025.

JUDGE

— **EXHIBIT E** —

CAUSE NO. 2025-51687

CHRISTOPHER MENARD, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

BRAY INTERNATIONAL INC.,

Defendant.

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

151st JUDICIAL DISTRICT

Hon. Erica R. Hughes

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement, the Motion for Final Approval, and the Motion for Attorneys' Fees and Costs, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on [INSERT], the Court entered the Preliminary Approval Order ("Preliminary Approval Order") which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiff as the Class Representative and appointed Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on [INSERT], pursuant to the Notice requirements set forth in the Settlement

Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on [INSERT], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

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

WHEREAS, the Court being required under Tex. R. Civ. P. 42 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award to the Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.

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

4. Unless otherwise indicated, words spelled in this Order Granting Final Approval of Class Action Settlement ("Final Approval Order") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose Personal Information was potentially accessible in the Data Incident discovered by experienced by Defendant April 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are (1) the judges presiding over the Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the any Opt-Out Deadline. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome,

including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

6. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Tex. R. Civ. P. 42 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

7. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing,

Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award to the Class Representative has been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

8. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Texas Rules of Civil Procedure, the Texas Constitution, the United States Constitution, and other applicable law.

9. As of the Opt-Out deadline, [INSERT] Settlement Class Members have requested to be excluded from the Settlement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order.

10. As of the Objection deadline, [INSERT] objections were filed by Settlement Class Members. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

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

12. The Parties, their respective attorneys, and the Settlement Administrator are hereby

directed to consummate the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement.

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

14. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

15. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Settlement Class Members release claims as follows:

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.

16. “Released Claims” means any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent,

direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action.

“Released Claims” shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class.

“Released Claims” shall not include any claims or defenses (including affirmative defenses) unrelated to the Data Incident that Plaintiff and Settlement Class Members have, or may have in the future, against Defendant and, to avoid doubt, that Defendant may have, or may have in the future, against Plaintiff or any Settlement Class Member related to the Data Incident.

17. “Released Parties” Defendant and each and every of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action..

18. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to the Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, 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 behalf.

19. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/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 not to object to and/or to participate in this Settlement Agreement

20. 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. The Class Representative, Participating Settlement Class Members, 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.

21. Neither Defendant nor Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than Plaintiff and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiff, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

22. The Court grants final approval to the appointment of Plaintiff as the Class Representative. The Court concludes that the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

23. Pursuant to the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representative in the amount of \$3,500. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

24. The Court grants final approval to the appointment of Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

25. The Court, after careful review of the fee motion filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorneys' fees, costs, and expenses of \$125,000. Payment shall be made pursuant to the terms of the Settlement Agreement.

26. This Final Approval Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence

of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

27. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event,

the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such an event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Action.

28. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

29. Without affecting the finality of this Final Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

30. This Order resolves all claims against all Parties in this action and is a final order.

31. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Hon. Erica R. Hughes

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$227K Bray International Settlement Resolves Class Action Lawsuit Over April 2024 Data Breach](#)
