SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Victor Estrada ("Plaintiff"), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 23) (together "Plaintiffs"), and The Merchant of Tennis, Inc.; U.S. Merchants Financial Group, Inc.; and U.S. Optical Merchants, Inc. (collectively "Defendants") (Plaintiffs and Defendants collectively referred to as the "Parties"), in the action *Victor Estrada v. The Merchant of Tennis, Inc. et al.* alleging claims arising out of an alleged cybersecurity incident, pending in the Superior Court of California, County of Los Angeles and assigned Case No. 24STCV09656.

RECITALS

WHEREAS, on April 16, 2024, Plaintiffs filed a lawsuit in the Superior Court of the State of California, County of Los Angeles, entitled, *Victor Estrada v. The Merchant of Tennis, et al.,* Case No. 24STCV09656 ("Action"), alleging that on or about February 2024 Defendants were the target of a cyber-attack ("Cybersecurity Incident") resulting in the unauthorized disclosure of Plaintiffs' personal information (including their names, addresses, social security numbers and/or driver's license numbers);

WHEREAS, Defendants expressly deny that they are legally responsible or liable to Plaintiffs for any of the matters and/or claims asserted in this Action, but have concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all Plaintiffs' pending and potential claims that were or could have been asserted by Plaintiffs in this Action relating to the alleged practices at issue;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties with a respected neutral mediator, Rodney Max of Upchurch Watson White & Max, and as a result, this Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

WHEREAS, the Parties agree that the Settlement is a compromise of disputed claims, and not an admission of any liability or wrongdoing or an admission of the validity or truth of any claim, defense or counterclaim;

WHEREAS, the Parties believe this Settlement Agreement and all terms herein offer significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

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

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

I. DEFINITIONS

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

1. "Action" means *Victor Estrada v. The Merchant of Tennis, Inc. et al.*, No. 24STCV09656, pending in the Superior Court of California, County of Los Angeles.

2. "Approved Claim" means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator or through the Claims Review Process.

3. "Claim Form" or "Claim" means the form(s) Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Credit Monitoring Services, or for Non-Employees to be eligible for Cash Compensation, under the terms of the Settlement.

4. "Claims Deadline" means the deadline by which Settlement Class Members must submit valid Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

5. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms.

6. "Claims Review Process" means the process for reviewing and determining whether Claims are valid as set forth in Paragraph 54.

7. "Court" means the Superior Court of California, County of Los Angeles.

8. "Credit Monitoring Services" means the twenty-four (24) months of credit monitoring services offered through one of the national credit bureaus as described in Paragraph 46.

9. "Defendants' Counsel" means the law firm of Freeman Mathis & Gary, LLP.

10. "Effective Date" means one business day following the latest of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment, or the date of entry of the Final Approval Order and Judgment if no person or entity has standing to appeal other than the Parties; (b) if there is an appeal or appeals, the date on which the Final Approval Order and Judgment is affirmed without material modification and is no longer subject to judicial review; or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

11. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

12. "Final Approval Order and Judgment" means an order and judgment substantially in the form annexed hereto as **Exhibit A,** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, and otherwise satisfies the settlement-related provisions of the California Rules of Court and California Code of Civil Procedure, and is consistent with all material provisions of this Agreement.

13. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Rules of Court and California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

14. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, and settling the Action.

15. "Non-Employees" means those members of the Settlement Class who were employed by third parties and provided trucking or delivery services for Defendants at or before the time of the Cybersecurity Incident. Based on Defendants' records, there are 11,043 Non-Employees.

16. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit B** ("Short Form Notices") and **Exhibit C** ("Long Form Notice") and via publication notice to Non-Employees.

17. "Notice Deadline" means the last day by which Notice is sent to the Settlement Class Members and occurs forty five (45) days after entry of the Preliminary Approval Order.

18. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating, and distributing payments to Settlement Class Members. Notice and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

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

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

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

22. "Out-of-Pocket Losses" means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Cybersecurity Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 46. Out-of-Pocket Losses may include, without limitation, bank fees, postage, copying, mileage, telephone charges, and notary charges, and costs incurred as a result of purchasing credit monitoring or other identity theft insurance services, between February1, 2024, and the Claims Deadline.

23. "Participating Settlement Class Member(s)" 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 66.

24. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the California Rules of Court and California Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

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

26. "Released Parties" means Defendants and each and every of their respective predecessors, current, former, and future related or affiliated entities of any nature whatsoever (including Greenline Transportation), parents (including XR10 Capital and GreenCorp, LLC) and subsidiaries whether direct or indirect, related entities under common ownership, as well as all such parties' customers, representatives, officers, agents, advisors, stockholders, vendors, members, managers, directors, employees, insurers, reinsurers, successors, assigns, and attorneys.

27. "Releasing Parties" means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behalves.

28. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 66 and that is signed in ink or e-signature by the Settlement Class Member. A Request for Exclusion does not include a statement that is not signed by the Settlement Class Member individually or that is signed by a representative or individual on behalf of the Settlement Class Member

29. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representative in recognition of his role in this Action as set forth in Paragraph 52.

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

31. "Settlement Administrator" means Simpluris, the third-party administrator selected by the Parties. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

32. "Settlement Class" means the individuals whose information was impacted by the Cybersecurity Incident.

33. "Settlement Class Counsel" means Joshua Swigart of Swigart Law Group APC and Ben Travis of Ben Travis Law, APC.

34. "Settlement Class List" means the list of Settlement Class Members and their last known contact information in Defendants' possession for all Settlement Class Members for whom Defendants have contact information on file. Defendants are not required to perform any search for contact information except a search of Defendants' own records.

35. "Settlement Class Member(s)" means an individual who falls within the Settlement Class definition. Based on Defendants' records, there are 20,299 Settlement Class Members.

36. "Settlement Class Representative" means the named Plaintiff Victor Estrada.

37. "Settlement Fund" means Six Hundred Eighty Five Thousand Dollars ($685,000.00), which is the limit and extent of Defendants' monetary obligations with respect to the settlement and shall be the sole and exclusive source of all costs of the Settlement, including payment to Settlement Class Members, Notice and Administrative Expenses, payments made to resolve any disputed claims, Taxes and Tax-Related Expenses, any Fee Award and Costs, and any Service Award Payment.

38. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 53.

39. "Settlement Website" means the website that the Settlement Administrator will create to provide Settlement Class Members with notice of and information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 63.

40. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

41. **Establishment of Settlement Fund**. Within twenty (20) business days of the entry of the Preliminary Approval Order, Defendants shall cause to be deposited $75,000 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendants, and Class Counsel, to cover the Settlement Administrator's reasonable set-up costs, notice, and early administration costs. Defendants shall deposit the balance of the Settlement Fund ($610,000) into the same account within thirty (30) days following the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendants within five (5) days of the entry of the Preliminary Approval Order. Under no circumstances will Defendants and Released Parties be obligated to pay any amount in excess of $685,000 under the Settlement Agreement.

42. **Qualified Settlement Fund**. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

43. **Custody of Settlement Fund**. The Settlement Fund shall be deemed to be in the custody of the Settlement Administrator and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 76.

44. **Use of the Settlement Fund**. As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) reimbursement for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation; (2) Notice and Administrative Expenses; (3) Fee Award and Costs as awarded by the Court; (4) Service Award Payment as awarded by the Court; and (5) Taxes and Tax-Related Expenses. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither Defendants nor Defendants' agents shall have any responsibility whatsoever with respect to effectuating such payments.

45. **Taxes and Representations**. Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Settlement Class Representative and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to them of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. SETTLEMENT BENEFITS AND REIMBURSEMENT

46. The Settlement Administrator will make the following benefits available to Settlement Class Members, as described below:

a. **Cash Compensation**. All Settlement Class Members except for Non-Employees will automatically receive Cash Compensation without the need to submit a claim form. A Settlement Class Member who was a California resident at the time of the Cybersecurity Incident, which will be determined based on their mailing address on the Settlement Class List, will receive a payment initially set at $45. All other Settlement Class Members will receive a payment initially set at $15. A Settlement Class Member other than a Non-Employee whose mailing address on the Settlement Class List is outside California, but who was a California resident at the time of the Cybersecurity Incident, may instead receive a payment initially set at $45 by submitting a valid and timely Claim Form that provides their California address at the time of the Cybersecurity Incident and attests to their California residency at that time. Based on Defendants' records, there were 7,583 California residents at the time of the Cybersecurity Incident

Non-Employees may claim Cash Compensation by submitting a Claim Form. A Non-Employee who was a California resident at the time of the Cybersecurity Incident will receive a payment initially set at $45. All other Non-Employees will receive a payment initially set at $15. California residency at the time of the Cybersecurity Incident will be determined by the Settlement Administrator based on an attestation by the Non-Employee on the Claim Form to their California residency at the time of the Cybersecurity Incident accompanied by their California address at that time.

All Cash Compensation is subject to pro rata increase or decrease as described below.

b. **Claims for Out-of-Pocket Losses**. A Settlement Class Member may seek Out-of-Pocket Losses up to a total of $2,000 per claimant by submitting a valid and timely Claim Form. A loss is an Out-of-Pocket Loss if it is:

i. An actual, unreimbursed monetary loss supported by an attestation that the Settlement Class Member believes the unreimbursed loss was incurred as a result of the Cybersecurity Incident; and

ii. Supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.

iii. Out-of-Pocket Losses may include the following unreimbursed losses:

1. Miscellaneous costs such as bank fees, postage, copying, mileage, telephone charges, and notary charges; and

2. Costs incurred as a result of purchasing credit monitoring or other identity theft insurance services between the date of the Cybersecurity Incident and end of the claims period.

c. **Credit Monitoring Services**. A Settlement Class Member may submit a claim for twenty-four (24) months of credit monitoring services ("Credit Monitoring Services") by submitting a valid and timely Claim Form. All Settlement Class Members can select this benefit on a Claim Form. The Credit Monitoring Services will include credit monitoring through one of the national credit reporting bureaus.

47. **Pro Rata Adjustment of Benefits**. If after the total amount of valid claims for Out-of-Pocket Losses and Credit Monitoring Services is calculated, and after payments for all other settlement costs have been accounted for, there is not enough money available in the Settlement Fund to provide each Settlement Class Member with their initial estimated payment amount ($45 or $15), the Cash Compensation to be paid to each Settlement Class Member will be reduced proportionally. For the avoidance of doubt, this means that those whose initial payments were estimated at $45 will receive three (3) times the amount of those whose initial payments were estimated at $15.

48. **Pro Rata Increase**. If after the total amount of valid claims for Out-of-Pocket Losses and Credit Monitoring Services is calculated, and after payments for all other settlement costs have been accounted for, there is enough money available in the Settlement Fund to provide each Settlement Class Member with more than their initial estimated payment amount ($45 or $15), then the Settlement Administrator will increase on a pro rata basis payments of the remaining money in the Settlement Fund to each Settlement Class Member that is to receive Cash Compensation. For the avoidance of doubt, this means that those whose initial payments were estimated at $45 will receive three (3) times the amount of those whose initial payments were estimated at $15.

49. **Cy Pres Distribution**. If there is any balance remaining in the Settlement Fund 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, the Parties agree to the distribution of the remaining funds to Electronic Frontier Foundation, as a *cy* pres recipient. The Parties will return to the Court seeking approval as to the

disposition of these funds. The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph shall not be considered unclaimed property under any law.

50. **Administration and Notice**. The costs of the Settlement Administrator approved by the Court, including Notice and Administrative Expenses, will be paid from the Settlement Fund.

51. **Attorneys' Fees and Costs**. Class Counsel will move the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund plus litigation costs. After the Effective Date, the Settlement Administrator will pay the Fee Award and Costs approved and awarded by the Court from the Settlement Fund. The finality or effectiveness of the Settlement shall not depend on the amount or timing of any Fee Award and Costs approved and awarded by the Court or any appeal thereof.

52. **Service Award**. Settlement Class Counsel will seek no more than $2,500 for a Service Award on behalf of Plaintiff. After the Effective Date, the Settlement Administrator will pay the Service Award approved and awarded by the Court from the Settlement Fund. The finality or effectiveness of the Settlement shall not depend on the amount or timing of any Service Award approved and awarded by the Court or any appeal thereof.

IV. CLAIMS PROCESS AND PAYMENTS

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

54. **Claims Review Process**. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a Claim for Out-of-Pocket Losses, Credit Monitoring Services, or Cash Compensation is valid.

    a. The Settlement Administrator will verify that each person who submits a Claim Form is a Settlement Class Member.

    b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

    c. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

    d. To the extent the Settlement Administrator determines that a Claim Form is deficient, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide them with 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 the Parties in making these determinations.

e. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

55. **Payment**. 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 Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation, as well as an accounting of all those who did not file Claims but will automatically receive Cash Compensation, prior to issuing any Settlement Payments.

56. **Timing**. Settlement Payments shall be issued within thirty-five (35) days after the Effective Date Settlement Payments shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

57. **Returned Checks**. For any Settlement Payments returned to the Settlement Administrator as undeliverable (including when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Payments issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance.

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

59. **Deceased Settlement Class Members**. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendants' Counsel.

V. SETTLEMENT CLASS NOTICE

60. **Timing of Notice**. Within twenty one (21) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within forty five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website. The Settlement Administrator shall also commence its publication notice campaign.

61. **Form of Notice**. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members other than Non-Employees per the mailing address for each member on the Settlement Class List. Notice to Non-Employees shall be provided by publication as set forth in Paragraph 62. The Settlement Administrator shall utilize the USPS Change of Address service before mailing notices. Any notices returned to the Settlement Administrator with a forwarding address shall be mailed to the forwarding address provided within 5 business days of receipt of the returned mail. Any notices returned to the Settlement Administrator without a forwarding address shall be sent to the Settlement Class Member via email at the email address provided in the Settlement Class List. If no email address is provided in the Settlement Class List for that member, the Settlement Administrator shall conduct a skip trace to determine if a valid mailing or electronic address can be determined for that Settlement Class Member, and notice shall be forwarded accordingly. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice, in a form substantially similar to that attached hereto as **Exhibit B**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendants' 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. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such approval.

62. **Notice to Non-Employees.** For members of the Settlement Class who are Non-Employees, the Settlement Administrator shall provide them notice via publication, including through social media.

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

64. **Cost of Notice and Administration.** The Settlement Fund amount provided by Defendants, or on behalf of Defendants, will pay the entirety of the Notice and Administrative Expenses, including

the cost of Notice. Notice and Administrative Expenses shall be paid through the Settlement Fund and are limited to the Settlement Fund amount.

65. The Parties, Settlement Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (2) the management, investment or distribution of the Settlement Fund; (3) the formulation, design or terms of the disbursement of the Settlement Fund; (4) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (5) any losses suffered by or fluctuations in the value of the Settlement Fund; or (6) the payment or withholding of any Taxes and Tax-Related Expenses.

VI. OPT-OUTS AND OBJECTIONS

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

a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

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

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have submitted a Request for Exclusion and have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion received. In the event that there are more than one hundred (100) Opt-Outs, Defendant may, by notifying Settlement Class Counsel in writing, void this Agreement as set forth in Paragraph 76 below.

d. All persons who opt out shall not receive any benefits or be bound by the terms of this Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

67. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator no later than the Objection Deadline.

A Class Member may also appear at the hearing to object to the settlement even if the Class Member had not submitted a written objection.

68. Class Counsel will defend the Court's Final Approval Order, Final Approval Order on Fees, Judgment, and any related orders, in the event of an appeal.

VII. DUTIES OF THE SETTLEMENT ADMINISTRATOR

69. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, the following:

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court;

c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail as well as via publication;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all Claims submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;

j. Working with the provider of Credit Monitoring Services to receive and send activation codes after the Effective Date to Settlement Class Members who submitted valid Claims for Credit Monitoring Services;

k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments or Notice;

m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Settlement Class Counsel or Defendants' Counsel, including verifying that Settlement Payments have been distributed.

70. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

71. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cybersecurity Incident or who pleads nolo contendere to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representative as the representative for the Settlement Class.

72. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. The proposed Preliminary Approval Order shall be in the form attached as Exhibit D.

73. **Final Approval**. Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in Exhibit A. 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.

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

Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose. The Court's jurisdiction shall continue until all settlement administration matters have been resolved.

IX. MODIFICATION AND TERMINATION

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

76. **Termination**. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) Defendants' receipt of the opt-out list from the Settlement Administrator that includes more than one hundred (100) Opt-Outs, which right may be exercised solely by Defendant; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. This Agreement shall terminate five (5) days after such written notice is provided.

77. **Effect of Termination**. In the event of a termination as provided in Paragraph 76, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. If Defendants void the Settlement Agreement, Defendants will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Settlement Class Counsel and the Service Award to the Settlement Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

X. RELEASES

78. **The Release**. Upon the date that Defendants fully fund the Settlement, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely, fully, finally, irrevocably and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

79. The Releasing Parties shall not file or cause to be filed, and shall not prosecute in any manner any claims, charges, or actions against Defendants or other Released Party at any time with respect to any Released Claim.

80. Except as set forth above, Plaintiffs expressly waive and relinquish all rights and benefits afforded to them under Cal. Civ. Code Section 1542 or by any state law or principle of common law that is

similar, comparable, or equivalent to California Civil Code section 1542, and do so understanding and acknowledging the significance and consequence of such specific waiver of section 1542 or any similar, comparable, or equivalent laws. California Civil Code section 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Thus, notwithstanding the provisions of section 1542 or any similar, comparable, or equivalent laws, and for the purpose of implementing a full and complete release and discharge of all claims and disputes, except as otherwise provided herein, Plaintiffs expressly acknowledge that this Agreement is intended to release, without limitation, all claims whether known or unknown, and all disputes which they do not know or suspect to exist at the time of signing of this Agreement, and that this Agreement expressly contemplates the extinguishment of any and all such claims and disputes.

81. This Settlement Agreement does not affect the rights of Class Members who timely and properly opt out and make a Request for Exclusion from the Settlement Agreement.

82. Upon the funding of the Settlement Fund: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have timely opted out by making a proper Request for Exclusion in accordance with the terms and provisions hereof; (ii) the Parties, Class Counsel, Defendants' Counsel and any Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Action except as set forth in this Agreement; and (iii) Settlement Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against the Parties, Class Counsel, Defendants' Counsel and Released Parties.

83. Defendants shall not make any claim regarding the litigation of the Action as to Plaintiff or Class Counsel, and none of the Parties shall assert that any of the other Parties violated C.C.P. Section 128.7 or acted in a manner other than that of good faith in connection with the litigation of the Action and the entry of the Settlement Agreement.

84. Other than as set forth in this Settlement Agreement, each of the Parties and their counsel agrees to bear its own fees and costs in connection with the Action following the Effective Date.

XI. SERVICE AWARD PAYMENTS

85. **Service Award Payment**. Settlement Class Counsel will seek a service award payment for the Settlement Class Representative in recognition for his contributions to this Action. Defendants agree not to oppose Settlement Class Counsel's request for a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00). To the extent more than $2,500.00 is sought, Defendants reserve all rights to object and oppose such a request. Within thirty-five (35) days after the Effective Date the Settlement Administrator shall pay the service award from the Settlement Fund directly to the Settlement Class Representative. Defendants' obligations with respect to the Court-approved service awards shall be fully satisfied upon receipt of the funds by the Settlement Class Representative. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid directly to the Settlement Class

Representative. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

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

XII. ATTORNEYS' FEES, COSTS, EXPENSES

87. **Attorneys' Fees and Costs and Expenses**. Settlement Class Counsel will seek an award of attorneys' fees and Litigation Costs and Expenses in an amount not to exceed one-third of the Settlement Fund and reimbursement of costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000). Defendants agree not to oppose Settlement Class Counsel's request for an award of attorneys' fees not to exceed one-third of the Settlement Fund and reimbursement of costs and expenses in an amount not to exceed $20,000. If Settlement Class Counsel seek more than one-third of the Settlement Fund and reimbursement of costs or expenses in an amount exceeding $20,000, Defendants reserve all rights to object and oppose such requests. Within thirty-five (35) days after the Effective Date the Settlement Administrator shall pay the attorneys' fees and expenses from the Settlement Fund to an account established by Settlement Class Counsel. The attorneys' fees and expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved attorneys' fees and expenses shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or expenses. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any attorneys' fees or expenses. The amount of attorneys' fees and expenses was negotiated after the primary terms of the Settlement were negotiated.

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

XIII. NO ADMISSION OF LIABILITY

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

90. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIV. MISCELLANEOUS

91. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

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

93. **Other Litigation**. Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties related to any of the allegations or claims alleged in the Action.

94. **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.

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

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

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

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

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

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

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

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

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

104. **Notices**. All notices to Settlement Class Counsel provided for herein, shall be sent by email to:

Joshua B. Swigart
SWIGART LAW GROUP, APC
2221 Camino Del Rio S., Suite 308
San Diego, CA 92108
josh@swigartlawgroup.com

All notices to Defendants provided for herein, shall be sent by email to:

Fredrick A. Hagen
FREEMAN MATHIS & GARY, LLP
1850 Mt. Diablo Blvd., Suite 510, Walnut Creek, CA 94596
fred.hagen@fmglaw.com

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

PLAINTIFF

Dated: Aug 07 2026 15:47 PDT

Victor Estrada

DEFENDANTS THE MERCHANT OF TENNIS, INC.; U.S. MERCHANTS FINANCIAL GROUP, INC.; AND U.S. OPTICAL MERCHANTS, INC.

Dated: _____

Jeff Green

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Joshua B. Swigart
SWIGART LAW GROUP, APC
2221 Camino Del Rio S., Suite 308
San Diego, CA 92108
josh@swigartlawgroup.com

All notices to Defendants provided for herein, shall be sent by email to:

Fredrick A. Hagen
FREEMAN MATHIS & GARY, LLP
1850 Mt. Diablo Blvd., Suite 510, Walnut Creek, CA 94596
fred.hagen@fmglaw.com

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PLAINTIFF

Dated: _____

Victor Estrada

DEFENDANTS THE MERCHANT OF TENNIS, INC.; U.S. MERCHANTS FINANCIAL GROUP, INC.; AND U.S. OPTICAL MERCHANTS, INC.

Dated: August 7, 2026

Jeff Green

APPROVED AS TO FORM

SWIGART LAW GROUP APC

Dated: Aug 07 2026 15:38 PDT

By: _____
Joshua Swigart
Attorney for Plaintiff

BEN TRAVIS LAW, APC

Dated: Aug 07 2026 15:35 PDT

By: _____
Ben Travis
Attorney for Plaintiff

FREEMAN MATHIS & GARY, LLP

Dated: _____

By: _____
Fredrick A. Hagen
Attorney for Defendants

APPROVED AS TO FORM

SWIGART LAW GROUP APC

Dated: _____

By: _____
Joshua Swigart
Attorney for Plaintiff

BEN TRAVIS LAW, APC

Dated: _____

By: _____
Ben Travis
Attorney for Plaintiff

FREEMAN MATHIS & GARY, LLP

Dated: 8/7/26

By: _____
Fredrick A. Hagen
Attorney for Defendants