Exhibit 1

IN THE IOWA DISTRICT COURT FOR MUSCATINE COUNTY

DAMEN COX, on behalf of himself and all other similarly situated, Plaintiff, v. MUSCATINE POWER AND WATER, Defendant.	Case No: 07701 CVCV027276

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release ("Class Settlement Agreement") is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Damen Cox ("Representative Plaintiff" or "Plaintiff"), individually and on behalf of the Settlement Class (as defined below), by and through his counsel ("Representative Plaintiff's Counsel" or "Class Counsel"), Nicholas A. Migliaccio and Jason S. Rathod] of MIGLIACCIO & RATHOD LLP, and (ii) Defendant MUSCATINE POWER AND WATER ("Muscatine"), by and through its counsel, Daniel Mirarchi of GORDON, REES, SCULLY MANSUKHANI. The Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This class action litigation arose from an alleged data security incident perpetrated by a criminal entity that occurred on or around January 26, 2024, during which there was unauthorized access to Muscatine's computer network (the "Incident.") .

Plaintiff brought this action individually and on behalf of all persons whose Private Information, he alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the Incident, an event disclosed in or around March 2024 (the "Incident"). The petition was filed on March 18, 2024, in the Iowa District Court for Muscatine County, and pled claims for negligence; invasion of privacy; breach of implied contract; unjust enrichment; violation of the Iowa Consumer Fraud Act, Iowa Code §§ 714h.3, 714h.5; and Violation of the Iowa Personal Information Security Breach Protection Act, Iowa Code § 715c.2, and injunctive and declaratory relief.

On July 16, 2024, Defendant filed a motion to dismiss. Plaintiff filed an Amended Petition on August 16, 2024. Defendant filed another motion to dismiss on September 10, 2024. On January 23, 2025, the Court granted in part and denied in part Defendant's motion to dismiss allowing most of the claims except for statutory claims to proceed. After a period of informal discovery and mutual exchanges of information, the Parties agreed to participate in mediation. Therefore, on September 11, 2025, the Parties engaged in an arms-length mediation before Michael N. Ungar. Mr. Ungar is a highly sought after and accomplished mediator with a plethora of experience mediating data breach cases. The Parties reached a resolution during the mediation. Subsequently, the Settling Parties began preparing this Settlement Agreement and the associated exhibits, and finalized this Agreement on the date of the signatures found below.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Muscatine and the Released Parties that are asserted in, arise from, or relate to Representative Plaintiff's complaint filed in the Litigation (including, without limitation, all claims that relate to or arise from the Incident), as well as all other actions by and on behalf of individuals or putative classes arising from the matters referenced in that complaint.

I. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint filed in the Litigation, have merit. Representative Plaintiff and Representative Plaintiff's Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Muscatine and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Representative Plaintiff's Counsel assert that they are highly experienced in class action litigation, particularly in the area of data breach incident litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, Muscatine (should this matter proceed), will likely contend that Plaintiff will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. While Representative Plaintiff's Counsel believe Representative Plaintiff would prevail on class certification and liability issues as to Muscatine, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. Representative Plaintiff's Counsel has determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiff and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Muscatine denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Muscatine denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Muscatine has concluded that further Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Muscatine has also considered the uncertainty and risks inherent in any litigation. Muscatine has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, and Muscatine that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to those Settlement Class Members who timely opt out of the Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1. DEFINITIONS

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

1.1 "Administration Costs" means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement (defined below) including all costs and expenses incurred in connection with implementing and executing the Notice Plan.

1.2 “Agreement” or “Settlement Agreement” means this Class Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

1.3 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Representative Plaintiff’s Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.4 “Claims Administration” means the processing of payments to Settlement Class Members by the Settlement Administrator.

1.5 “Settlement Administrator” means the entity agreed upon by the Parties and approved by the Court. A different Settlement Administrator may be substituted if approved by order of the Court.

1.6 “Claims Deadline” means the date by which Settlement Class Members must submit their Claim Forms to obtain the benefits offered in this Settlement, and shall be seventy-five (75) days after the Notice Deadline. Settlement Claims submitted after the Claims Deadline will not be timely, will not qualify for approval, and will be rejected.

1.7 “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this settlement, substantially in the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form may be submitted via U.S. Mail or through the Settlement Website, [www.MuscatineDataBreach.com]

1.8 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the long form notice (“Long Notice”) to be posted on the settlement website, and a summary notice to be sent via email and first-class U.S. mail to the individuals who received formal notice of the Incident from Muscatine ("Short Notice"), substantially in the forms attached hereto as **Exhibits B** and **C**, respectively, as approved by the Court.

1.9 "Effective Date" means the date by which all of the events and conditions specified in Paragraphs 1.10 and 1.11 below for the Final Approval Order and Judgment to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys' Fees and Expenses Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys' Fees and Expenses Award.

1.10 "Final" means the occurrence of all of the following events: (a) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) if there are no objections to the proposed settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, the Final Approval Order and Judgment has been entered on the docket, or if an objection to the settlement has been submitted by a member of the Settlement Class found by the Court to have standing to object, thirty-five (35) calendar days have passed since the Court enters the Final Approval Order; and (d) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been take or, if such an appeal or request for permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; or the Court following resolution of the appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

1.11 "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.12 "Final Approval Order and Judgment" means the Court's Order and Judgment Granting Final Approval of Class Action Settlement, which, among other things, approves this Class Settlement Agreement and the settlement of the Litigation as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice and without costs, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of Iowa Rules of Court Rule in all respects, substantially in the form attached hereto as **Exhibit E**.

1.13 "Litigation" means the action filed on March 18, 2024, in the Iowa District Court for Muscatine County by Plaintiff Damen Cox, and captioned *Damen Cox, on behalf of himself and all others similarly situated v. Muscatine Power and Water,* Case No. 07701 CVCV027276.

1.14 "Net Settlement Fund" means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for Settlement Costs.

1.15 "*Cy Pres*" means the distribution by mutual agreement of the Parties to the non-profit, Community Action of Eastern Iowa, 500 E. 59th Street, Davenport, IA 52807.

1.16 "Notice Deadline" means the date by which notice to the Settlement Class shall be commenced and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.17 "Objection Deadline" means sixty (60) days after the Notice Deadline, or such other date set by the Court in the Preliminary Approval Order.

1.18 "Opt-Out" means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion.

1.19 "Opt-Out Deadline" means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline, or such other date set by the Court in the Preliminary Approval Order.

1.20 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.21 "Private Information" means information that may have been exposed, compromised, or accessed during the Incident, including but not limited to names, Social Security numbers, and CPNI information. The term "Private Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Settlement Agreement, or how the Parties may use the term in other circumstance.

1.22 "Preliminary Approval Order" means the Court's order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement of the Litigation, and approval of the form and method of Class Notice, substantially in the form set forth in **Exhibit D**.

1.23 "Released Claims" means any and all actions, claims, defenses, demands, liabilities, rights, demands, causes of action, controversies, agreements, judgments, promises, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, refunds, reimbursements, restitution, losses, attorneys' fees of any nature whatsoever, expenses, obligations, debts, or liabilities of any kind and description whatsoever, in law or in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims") that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Litigation, and any Released Claim(s) that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Private Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies or procedures as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Private Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Iowa Consumer Fraud Act, Iowa Code §§ 714h.3, 714h.5, Iowa Personal Information Security Breach Protection Act, Iowa Code § 715C.2, and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

1.24 "Released Parties" means Muscatine and each of its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, insurers, reinsurers, vendors, and the predecessors, successors, and assigns of each of them.

1.25 "Releasing Parties" means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Class Settlement Agreement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf.

1.26 "Reminder Notice" means a second notice sent to all Settlement Class Members who have not yet filed a claim, via email and U.S. Mail, in the event the Claims Rate (as calculated by the Settlement Administrator) is less than 3% of the Settlement Class. The Reminder Notice will be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline. Any Reminder Notice will be paid for out of the Settlement Fund.

1.27 "Request for Exclusion" means a substantially completed and properly executed written request that is timely delivered to the Settlement Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifest the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.28 "Settlement Claim" means a claimant's claim for relief under the terms of this Class Settlement Agreement.

1.29 "Settlement Class" means all persons Muscatine identified as being among those individuals impacted by the Data Incident, including all who were sent a notice of the Data Breach. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Muscatine's officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

1.30 "Settlement Class Counsel" means Nicholas A. Migliaccio and Jason S. Rathod of **MIGLIACCIO & RATHOD LLP**, who are designated as lead Settlement Class Counsel..

1.31 "Settlement Class Member" means a member of the Settlement Class. The Settling Parties believe that there are approximately 36,995 Settlement Class Members.

1.32 "Settlement Costs" means all costs of the settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4 herein, Claims Administration, any Attorneys' Fees and Expenses Award, and all other expenses or costs related to the Settlement.

1.33 "Settlement Fund" means the sum of Five-Hundred and Twenty-Five Thousand United States Dollars and No Cents ($525,000) that Muscatine shall cause to be paid pursuant to Section 2.2 of this Agreement, including any interest thereon after payment. , which shall be the only amount paid by Muscatine and the sole and exclusive source of all Settlement Costs, award payments to Settlement Class Members, Administrative Costs, and Attorneys' Fees and Expenses.

1.34 "Settling Parties" means, collectively, Muscatine and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.35 "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.36 "Unknown Claims" means any of the Released Claims that Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation of the

Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

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

1.37 All time periods described in this Class Settlement Agreement in terms of "days" shall be in calendar days unless otherwise expressly stated herein.

2. <u>SETTLEMENT CONSIDERATION</u>

2.1 In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Muscatine will perform all the following:

2.2 Muscatine agrees to make or cause to be made a payment of Five Hundred and Twenty-Five Thousand United States Dollars and No Cents ($525,000.00), to create the Settlement Fund as follows: within 30 days after the Effective Date, Muscatine shall cause the sum of Five

Hundred and Twenty-Five Thousand United States Dollars and No Cents ($525,000.00) to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents ($1,000,000,000.00), with an rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, administrative expenses (to be agreed upon by both parties), and the attorneys' fee award and costs. For the avoidance of doubt and for purposes of this Settlement Agreement only, Muscatine's liability shall not exceed Five Hundred and Twenty-Five Thousand United States Dollars and No Cents ($525,000.00).

2.3 All interest on the funds held in the Escrow Account shall accrue to the benefit of the Settlement Class, and shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all taxes.

2.4 The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 *et seq.* at all times after the creation of the Escrow Account. 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 Agreement, upon request of any of the Parties. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B- 2(k)(4) and shall provide Muscatine with that employer identification number on a properly completed and signed IRS Form W-9. 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 Agreement, upon request of any of the Parties.

2.5 All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Settlement Class Counsel shall have no liability or responsibility for any of the Taxes incurred. The Escrow Account, as administered by the Settlement Administrator, shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Settlement Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including incurred Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Settlement Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

Following its payment of the Settlement Fund monies as described in Section 2.2 of this Agreement, Muscatine shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

2.6 The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

Monetary Settlement Benefits. Settlement Class Members may make a Settlement Claim for reimbursement of Out-of-Pocket Expenses and Documented Extraordinary Losses, including lost time, as further described below.

2.5.2(a) **Out-of-Pocket Expenses**. Settlement Class Members may elect to recover for Out-of-Pocket Expenses up to $500 (Five Hundred Dollars) upon submission of a claim and supporting documentation, such as, but not limited to, the following: (a) Out-of-pocket expenses incurred as a result of the Incident, including unreimbursed bank fees (such as card replacement and over-limit fees), interest on short-term loans, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; or (b) Out-of-Pocket Expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft insurance product purchased after the Incident. The Settlement Administrator shall have discretion to determine whether any claimed Out-of-Pocket Expense is fairy traceable to the Incident. Settlement Class Members with Out-of-Pocket Expenses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. If a Settlement Class Member does not submit Reasonable Documentation supporting an Out-of-Pocket Expense claim, or if a Class Member's claim for an Out-of-Pocket Expense is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected. Settlement Class Members shall not be reimbursed for Out-of-Pocket Expenses if they have already been reimbursed for the same Out-of-Pocket Expenses by another source.

2.5.2(b) Documented Extraordinary Loss Payment. Settlement Class Members may submit a claim for a Settlement Payment of up to $5,000 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment that is beyond the Out-of-Pocket Expenses claimed above. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive a Documented Extraordinary Loss Payment, a Settlement Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Extraordinary Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Extraordinary Loss made under penalty of perjury; and (iii)

Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. The Settlement Administrator shall have discretion to determine whether any claimed Documented Extraordinary Loss is fairly traceable to the Incident. Settlement Class Members with Documented Extraordinary Loss must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. If a Settlement Class Member does not submit Reasonable Documentation supporting a Documented Extraordinary Loss Payment claim, or if a Class Member's claim for a Documented Extraordinary Loss Payment is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected. Settlement Class Members shall not be reimbursed for Extraordinary Out-of-Pocket Expenses if they have already been reimbursed for the same Extraordinary Out-of-Pocket Expenses by another source.

2.5.2.(c) **Attested Time Spent**. A Settlement Class Member who spent time remedying issues related to the Incident can receive reimbursement for up to five (5) hours of lost time at a rate of $20 per hour with an attestation that they spent the claimed time responding to issues raised by the Incident, including but not limited to, (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incident, its impact, or how to protect themselves from harm due to an Incident. No additional documentation shall be required for members of the Settlement Class to receive compensation for Attested Time Spent. Claims made for time spent can be combined with reimbursement for Out-of-Pocket Expenses and Documented Extraordinary Loss.

2.5.2(d) **Assessing Claims**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses, Documented Extraordinary Losses, and Attested Time Spent reflect valid Unreimbursed Losses actually incurred that are fairly traceable to the Incident, but may consult with both Settlement Class Counsel and Defendant's Counsel in making individual determinations.

2.7 **Timing of Settlement Benefits.** Within thirty (30) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Settlement Class Member who is entitled to funds based on the selection made on their given Claim Form.

2.8 **Order of Distribution of Funds**. The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, and (iii) taxes. The remaining amount after the application of the aforementioned payments is hereinafter referred to as the "Net Settlement Fund." The Settlement Administrator will first apply the Net Settlement Fund to pay valid claims for Documented Extraordinary Loss Payments and Out-of-Pocket Expenses. The amount of the Net Settlement Fund remaining after all Documented Extraordinary Loss Payments and Out-of-Pocket Expenses are made shall be referred to as the "Post DL/OOP Net Settlement Fund." The Settlement Administrator shall utilize the Post DL/OOP Net Settlement Fund to make all Attested

Time Spent payments pursuant to this Section. In the event that more than 10% of the Net Settlement Fund is unclaimed after all claimed Documented Extraordinary Loss Payments, Out-of-Pocket Expenses, and Attested Time Spent are allocated to Class Members who have submitted valid claims, the remaining Post DL/OOP Net Settlement Fund shall be reallocated on a pro-rata basis to all Class Members who have submitted valid claims for Attested Time Spent such that no more than 10% of the Post DL/OOP Net Settlement Fund shall remain for *cy pres* distribution. In the event that the aggregate amount of all Out-of-Pocket Expenses, Documented Extraordinary Loss Payments, and Attested Time Spent Payments exceeds the total amount of the Net Settlement Fund, then the value of the Out-of-Pocket Expenses, Documented Extraordinary Loss Payments, and Attested Time Spent Payments to be paid to each Class Member shall be reduced, on a pro-rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Attested Time Payments. All such determinations shall be performed by the Settlement Administrator.

2.9 **Disputes**. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Settlement Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

2.10 If the total amount of Approved Claims submitted under Section 2, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims under Section 2 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 2, Administration and Notice Costs, Attorneys' Fees, Expenses, and Service Awards, does not exceed the amount of the Settlement Fund.

2.11 In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Expenses, then the value of the payments for Approved Claims for Out-of-Pocket Expenses shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Expenses does not exceed the Net Settlement Fund.

2.12 In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Documented Extraordinary Loss Payment, then the value of the payments for Approved Claims for Documented Extraordinary Loss Payment shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Documented Extraordinary Loss Payment does not exceed the Net Settlement Fund.

2.13 In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Attested Time Spent, then the value of the payments for Approved Claims for Attested Time Spent shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Attested Time Spent does not exceed the Net Settlement Fund.

2.14 All *pro rata* determinations required by this Section shall be performed by the Settlement Administrator on notice to Class Counsel and Defendant's Counsel.

2.15 To the extent the Settlement Administrator determines a claim for Out-of-Pocket Expenses, Documented Extraordinary Loss Payment, or Attested Time Spent is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Muscatine's Counsel in making such determinations.

2.16 **Residual Funds.** To the extent any monies from uncashed checks remain in the Net Settlement Fund more than one hundred-twenty (120) days after the distribution of all Settlement Payments to the Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with approved claims for Attested Time Spent Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents ($3.00) and more than 10% of the Net Settlement Fund remains unclaimed. The distribution of this remaining uncashed Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than three dollars ($3.00) and/or no more than 10% of the Net Settlement Fund remains, whereupon the amount remaining in the Net Settlement Fund shall be distributed by mutual agreement of the Parties to the non-profit, Community Action of Eastern Iowa, 500 E. 59th Street, Davenport, IA 52807 as a *cy pres* recipient subject to Court approval.

3. <u>PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL</u>

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in **Exhibit D**. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;

b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;

c) Preliminarily certify the Settlement Class for settlement purposes only;

d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;

e) Appoint Representative Plaintiff as the Settlement Class representative for settlement purposes only;

f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;

h) Approve the form and contents of a Long Notice substantially similar to the one attached hereto as **Exhibit B**, and a Short Notice substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time, and place of the Final Approval Hearing;

i) Appoint [] as Settlement Administrator; and

j) Schedule the Final Approval Hearing.

3.2 Muscatine will consent to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Muscatine shall request that the Court hold a Final Approval Hearing after notice is completed and at least one hundred (100) days after the Notice Date and grant final approval of the Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order and Judgment that shall be filed with the motion for final approval shall be substantially in the form attached hereto as **Exhibit E** and shall, among other things:

a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;

b) Finally certify the Settlement Class;

c) Determine that the Notice Program, as set forth in Paragraph 4 herein, satisfies due process requirements;

d) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and

e) Release and forever discharge Muscatine and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

The motion for final approval and the Final Approval Order and Judgment shall be filed at least fourteen (14) days prior to the objection deadline.

3.5 Class Counsel shall share drafts of any memoranda in support of preliminary approval, final approval, and attorneys' fees and expenses with Muscatine within a reasonable time before filing and shall consider any proposed edits by Muscatine in good faith.

4 NOTICE PROGRAM

4.1 Within ten (10) calendar days of entry of the Preliminary Approval Order, Muscatine will provide the Settlement Administrator with a list of Settlement Class Members Muscatine has been able to identify in such format as requested by the Settlement Administrator which will include, to the extent available, the name and physical mail and email address of each Settlement Class Member. The Settlement Administrator shall cause notice to be disseminated to the Settlement Class Members by email and direct U.S. mail, pursuant to the Preliminary Approval Order and the Notice Program in addition to Muscatine prominently posting the Settlement website on its own website, as described in Paragraph 4 herein, and in compliance with all applicable laws including, but not limited to, the Due Process clause of the United States Constitution, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be a Settlement Cost. The Settlement Administrator must maintain the list of Settlement Class Members provided by Muscatine pursuant to this Paragraph 4.1 in strict confidence and may not share the list with anyone other than Muscatine. Should the Settlement be terminated for any of the reasons identified in Section 10, the Settlement Administrator shall immediately destroy all contact information received from Muscatine for Settlement Class Members.

4.2 Class Notice shall be provided to the Settlement Class as follows:

a) Within thirty (30) days after receiving the list of Settlement Class Members from Muscatine, the Settlement Administrator shall send the Short Notice as follows:

The Settlement Administrator will send the Short Notice (in postcard form) by email and first-class U.S. mail, postage prepaid;

For any Short Notice (in postcard form) that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service ("U.S.P.S.") as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S.P.S. on the face of the returned mail;Neither the Settling Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 4.2; and

In the event the Settlement Administrator transmits a Short Notice via first-class U.S. mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the U.S.P.S., in an attempt to identify current mailing addresses for individuals whose names are provided by Muscatine, so long as the costs of such efforts are proportionate with the amount of the estimated payments to such individuals.

For any Short Notice (in email form) that has been emailed and returned by as undeliverable, the Settlement Administrator shall attempt to ascertain an updated emailing address for that individual;

b) The Settlement Administrator shall establish a dedicated settlement website that includes this Class Settlement Agreement, the complaint filed in the Litigation, and the Short Notice, Long Notice, and Claim Form approved by the Court, as well as other documents relevant to this matter as agreed upon by the Parties. The Settlement Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for an Attorneys' Fees, Expenses Award and other relevant filings. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational from the Notice Date until one-hundred eighty (180) days following the Effective Date, at which time the Settlement Administrator shall terminate the settlement website and transfer ownership of the URL to Muscatine.

4.3 The Short Notice, Long Notice, and Claim Form shall be finalized by the Settling Parties no less than seven (7) days before they are sent to the Settlement Class Members. Plaintiff shall prepare these documents, subject to Muscatine's approval, leaving sufficient time for back-and-forth for review and edits.

4.4 The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 As specified in Section 4.1, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

4.6 Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Settlement Administrator demonstrating compliance with the Court-approved Notice Program.

5 Opt-Out Procedures

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Settlement Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

5.5 Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. Plaintiffs and all Class Members who do not opt out of the settlement, will be deemed to have provided Muscatine and any and all related parties (including, without limitation, any and all subsidiaries, affiliates, predecessors, or successors, any and all current or former officers, directors, employees, independent contractors, associates, shareholders, agents or other persons acting on its behalf, including, but not limited to, attorneys, advisors, consultants, auditors, accountants, underwriters, assigns, vendors, creditors, administrators, heirs, estates, or legal representatives and insurers) with a full and final general release of all Released Claims to include any and all actions, claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, judgments, controversies, costs, expenses, refunds, reimbursements, restitution, and attorneys' fees of any nature whatsoever, whether arising under federal law, state law, local law, common law or equity, any state's consumer protection laws, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any other law, including unknown claims, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that were advanced in the Litigation, or that are related to, or arise out of, the facts, transactions, events, occurrences, acts, or omissions alleged in the Litigation, including the Complaint and any amendment thereto, or that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of the proposed Settlement Class Members' Personal Information in the Data Incident, Muscatine's provision of notice to the proposed Settlement Class Members following the Data Incident, Muscatine's information and security policies and practices as they relate to or arise from the Data Incident, Muscatine's maintenance or storage of Personal Information as it relates to or arises from the Incident, or that could have been advanced in the Litigation, as of the date of the Final Order and Judgment (excluding, for avoidance of doubt, any claims to enforce the settlement or the Final Order and Judgment)

5.6 All Persons who opt out of the Settlement Class shall not (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

6 OBJECTION PROCEDURES

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Class Settlement Agreement to send their written objections to the Settlement Administrator, with at the address indicated in the Summary Notice and Long Notice. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

a) The objector's full name, address, telephone number, and email address (if any);

b) The case name and docket number, *Cox v. Muscatine Power and Water.,* Case No. 07701 CVCV027276;

c) Information identifying the Settlement Class Member, including proof that he or she is a member of the Settlement Class (e.g., copy of the settlement notice, copy of original notice of the Data Breach, or a statement explaining why he/she believes he/she is a Settlement Class Member);

d) A clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;

e) The identity of any and all counsel representing the objector;

f) A statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;

g) A list of proceedings in which he/she has submitted an objection to a class action settlement during the past five years; and

h) The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

6.4 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline, subject to Court approval.

6.5 In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

6.6 Class Counsel and/or Muscatine's Counsel may conduct limited discovery on any objector or objector's counsel.

6.7 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit any and all rights he or he may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of this Paragraph 6 and not through any collateral attack.

7 Claims Administration

7.1 The Settlement Administrator shall administer and calculate the payments to Class Members.

7.2 The Settlement Administrator is responsible for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Section 2; and (iii) the information submitted would lead a reasonable person to conclude, for a Settlement Claim for Documented Out-of-Pocket Expenses, Documented Extraordinary Losses, and Attested Time submitted under Section 2, that the alleged expenses, lost time, and extraordinary losses resulted from the Incident.

7.3 No Person shall have any claim against the Settlement Administrator, Muscatine, the Released Parties, Muscatine's counsel, Settlement Class Counsel, Representative Plaintiff's Counsel, and/or the Representative Plaintiff based on distribution of award payments to Settlement Class Members.

7.4 The Settlement Administrator shall agree to hold the Settlement Fund in an interest-bearing qualified settlement fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1 *et seq*., and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and pay any taxes and tax-related expenses owed by the Settlement Fund out of the Settlement Fund. Except for funding the Settlement Fund, Muscatine shall not have any other financial obligation under the Class Settlement Agreement. In addition, under no circumstances will Muscatine have any liability for taxes or tax expenses under this Class Settlement Agreement. 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 Agreement, upon request of any of the Parties.

7.5 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, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any 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. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than Five Hundred And Ninety-Nine Dollars and No Cents ($599.00) fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (*i.e.*, capped at Five Hundred And Ninety-Nine Dollars and No Cents ($599.00) or withholding necessary taxes and sending the remainder to the Settlement Class Member).

7.6 Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Settlement Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail. No distributions will be made without authorization from the Settling Parties. Award payment checks shall be sent by first-class U.S. mail. Award payment checks (electronic and paper) shall be valid for a period of sixty (60) days from issuance, and shall state, in words or substance, that the check must be cashed within sixty (60) days, after which time it will become void. In the event an award payment check becomes void, the Settlement Class Member to whom that award payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Class Settlement Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than seventy (70) days from the issuance of the award payment checks, the Settlement Administrator shall take all steps necessary to stop payment on any award payment checks that remain uncashed.

8 RELEASES

8.1 Upon the Effective Date, the Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, will be deemed by operation of this Class Settlement Agreement and the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Muscatine and the Released Parties from any and all of the Released Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Class Settlement Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

8.2 The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that the Settlement Class Representatives, Settlement Class Members, or any Releasing Party does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing 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 Settlement Class Representatives, Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME FO EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8.3 Upon the Effective Date, the Settlement Class Representatives, Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Settlement Class Representatives, Settlement Class Members, and any Releasing Party(ies) 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. Settlement Class Representatives, Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

8.4 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

8.5 Upon entry of the Final Approval Order and Judgment, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against Muscatine and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order and Judgment.

9 THE ATTORNEYS' FEES, SERVICE AWARDS, AND EXPENSES AWARD

9.1 Plaintiff will file its motion for final approval at least fourteen (14) days in advance of the objection deadline. On the same date that Plaintiff moves for final approval, and in the same motion, Settlement Class Counsel may seek an attorneys' fee award in an amount not to exceed one-third of the Settlement Fund. In addition, Settlement Class Counsel may seek their reasonable costs and expenses (approximately $__) from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund. Muscatine reserves the right to contest Plaintiff's fee application. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendant, Defendant's Counsel, and Defendant's insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

9.2 Plaintiff shall submit a request to the Court for payment of a Service Award, not to exceed three thousand United States Dollars ($3,000.00) per individual, to the Settlement Class

Representative. Any request for Service Awards must be filed with the Court fourteen (14) days before the Final Approval Hearing. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within five (5) Business Days after the Effective Date. For the avoidance of doubt, Service Awards shall be paid from the Settlement Fund. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

9.3 Within five (5) days after the Effective Date, the Settlement Administrator shall pay any Attorneys' Fees and Expenses Award from the Settlement Fund to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award has been deposited into this account, Settlement Class Counsel shall have sole discretion in allocating such attorneys' fees and costs to Representative Plaintiff's Counsel. Muscatine shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount of the Attorneys' Fees and Expenses Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Defendant, Defendant's Counsel, and Defendant's insurers and reinsurers shall not be liable for or other responsibility for allocation of any attorneys' fees and expenses of Representative Plaintiff's Counsel or Settlement Class Counsel in the Litigation.

10 <u>Conditions of Settlement, Effect of Disapproval, Cancellation or Termination</u>

10.1 Muscatine's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Muscatine has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiff, the Settlement Class, or Representative Plaintiff's Counsel/Settlement Class Counsel, unless each of the following conditions occur:

a) The Court has entered a Preliminary Approval Order;

b) The Court enters a Final Approval Order and Judgment; and

c) The Effective Date has occurred.

10.2 If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Muscatine's counsel mutually agree in writing to proceed with the Class Settlement Agreement.

10.3 Muscatine may, in its sole discretion, terminate this Agreement if more than One Hundred (100) Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties (and submitted to the Court for *in camera* review, if requested by the Court). If Muscatine elects to terminate the Settlement pursuant to this Section 10.3, it shall provide written notice to Class Counsel no later than fifteen (15) Business Days after the Opt-Out Deadline.

10.4 This Settlement may be terminated by either Settlement Class Representatives or

Muscatine by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Lead Class Counsel and Muscatine) after any of the following occurrences:

10.5 Lead Class Counsel and Muscatine mutually agree to termination before the Effective Date;

10.6 The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;

10.7 An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

10.8 The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or

10.9 The Effective Date does not occur.

10.10 If this Agreement is terminated under this Section, the following shall occur:

10.11 Within ten (10) Business Days of receiving notice of a termination event from Muscatine's Counsel, the Settlement Administrator shall pay to Muscatine an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administration and Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

10.12 The Parties shall return to the status quo in the Litigation as if the Parties had not entered into this Agreement;

10.13 Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or Entity in support of claims or defenses or in support or in opposition to a class certification motion in connection with any further proceedings in the Litigation or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

10.14 This Agreement shall become null and void, and the fact of this Settlement and that DRSI did not oppose certification of Settlement Class shall not be used or cited by any person or Entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims.

10.15 Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.16 For the avoidance of doubt, Muscatine conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement is not fully approved or is otherwise terminated for any reason, Muscatine reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor anything relating to the Class Settlement Agreement, including any Court orders, shall be offered by any

Person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Class Settlement Agreement.

11 THE COURT RETAINS JURISDICTION OVER THE ACTION

11.1 The Settling Parties agree that, after entry of Judgment, the Court, at its discretion, will retain jurisdiction over the Settling Parties, the Litigation, and the Settlement Agreement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 NO ADMISSION OF WRONGDOING

12.1 This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the Settlement is a compromise of disputed claims. Muscatine expressly denies any liability or wrongdoing. Muscatine is settling solely for the purpose of avoiding the ongoing costs and expenses of continued litigation. This Agreement and any actions taken to carry out the Agreement shall not be offered or received against Muscatine as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Muscatine with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Litigation or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of any kind whatsoever of Muscatine.

12.2 This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class

Member that any of their claims are without merit, or that any defense asserted by Muscatine has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

12.3 The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, all similar state statutes, rules of evidence, and arbitral rules, and the mediation privilege.

12.4 Notwithstanding the provisions herein or any other terms in this Settlement, Muscatine may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where it deems necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitrative, or other proceeding, as it deems necessary to comply with or address regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and to enforce this Agreement and the Settlement, including the releases contained therein.

13 CONFIDENTIALITY

13.1 The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and shall not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order. Notwithstanding the foregoing, Muscatine may disclose this Agreement for legal, compliance, and regulatory-related purposes.

14 COVENANTS NOT TO SUE

14.1 The Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

15 MISCELLANEOUS PROVISIONS

15.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

15.2 The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement set forth in this Class Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

15.3 Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15.4 The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

15.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

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

15.7 The individuals signing this Class Settlement Agreement on behalf of Muscatine represent that they are fully authorized by Muscatine to enter into, and to execute, this Class Settlement Agreement on its behalf. Representative Plaintiff's Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Muscatine on behalf of Representative Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

15.8 None of the Settling Parties shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

15.9 The Settling Parties agree that, subject to Paragraph 12.3 of this Agreement, this Class Settlement Agreement, and the Final Approval Order and Judgment following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

15.10 In the event that any provision hereof, except for the release provisions, becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Muscatine does not exercise its right to terminate under Paragraph 10 of this Class Settlement Agreement.

15.11 If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same.

15.12 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

Representative Plaintiff's and the Settlement Class Counsel:	Muscatine:
Nicholas A. Migliaccio Jason S. Rathod **MIGLIACCIO & RATHOD LLP** 412 H St. NE, Suite 302 Washington, D.C. 20002 Telephone: (202) 470-3520 Facsimile: (202) 800-2730 nmigliaccio@classlawdc.com jrathod@classlawdc.com	Daniel J. Mirarchi **GORDON REES SCULLY MANSUKHANI, LLP** 666 Grand Avenue, Suite 1701 Des Moines, IA 50309 Phone: (515) 204-2845 Fax: (515) 466-2710 dmirarchi@grsm.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph 12.12.

15.13 All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Iowa, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

15.14 It is the Parties' intent that all third parties who are Released Parties as defined herein shall benefit from this Agreement and shall be entitled to enforce the Agreement, including its releases, fully and directly. By way of example but without limitation, it is the Parties' intent that that such Released Parties shall be entitled to fully and directly enforce the releases in response to any action, lawsuit, or proceeding asserting a Released Claim.

15.15 The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

15.16 The Representative Plaintiff, Representative Plaintiff's Counsel/Settlement Class Counsel, Muscatine and Muscatine's counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by the Representative Plaintiff, all Representative Plaintiff's Counsel/Settlement Class Counsel, and by counsel for and representative(s) of Muscatine.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Damen Cox

Dated: March 11, 2026

Damen Cox, *Representative Plaintiff*

Dated: March 13, 2026

Nicholas A. Migliaccio, *Representative Plaintiff's Counsel and Proposed Settlement Class Counsel*

Dated: ____________________, 2026

Muscatine Power and Water, *Defendant by Brandy Olson, General Counsel*

Dated: **April 28**, 2026

Daniel J. Mirarchi, *Counsel for Defendant Muscatine*

Dated: March 13, 2026

Nicholas A. Migliaccio, *Representative Plaintiff's Counsel and Proposed Settlement Class Counsel*

Signed by:

Brandy Olson

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Dated: April 28, 2026, 2026

Muscatine Power and Water, *Defendant by Brandy Olson, General Counsel*

Dated: ______________________, 2026

Daniel J. Mirarchi, *Counsel for Defendant Muscatine*