

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

HARLEY BLANDFORD and **JULIE HARDIN**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

NTH DEGREE INC.,

Defendant.

Case No. 25EV012970

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Plaintiffs Harley Blandford and Julie Hardin (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Nth Degree, Inc. (“Nth Degree” or “Defendant”), in order to affect a full and final settlement and dismissal with prejudice of all claims against Nth Degree alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein. Capitalized terms shall have the meaning ascribed to them in Section II.1 of this Settlement Agreement.

I. RECITALS

1. The Litigation

In or around December 2024, Nth Degree became aware of suspicious activity in its computer systems. Nth Degree immediately launched an investigation to confirm the full nature and scope of the incident and restore functionality to impacted systems. Through its investigation, Nth Degree learned that certain information stored within its computer systems was acquired by an unauthorized unknown actor between December 12, 2024, and December 20, 2024 (the “Data

Security Incident”). On or about April 14, 2025, Nth Degree sent notification letters to Plaintiffs and Settlement Class Members informing them that certain personally identifiable information, including their first and last name, address, date of birth, social security number, state identification number/ driver’s license number, bank account information, and health information (collectively, the “Private Information”), was included in the impacted data. Upon receiving formal notice of the Data Security Incident, Plaintiffs commenced multiple class action lawsuits in federal court alleging Nth Degree failed to sufficiently protect their Private Information.¹ These cases were consolidated on May 30, 2025.²

On July 14, 2025, Plaintiffs Harley Blandford and Julie Hardin filed their Consolidated Class Action Complaint (“Consolidated Complaint”).³ Following the Consolidated Complaint and Defendant’s subsequent motion to dismiss, counsel for the Parties began to exchange information and discuss potential early resolution. On December 10, 2025, the Parties participated in a private mediation with a well-respected mediator, Steven R. Jaffe of Upchurch Watson White & Max. During mediation, following extensive, arms-length negotiations, the Parties reached an agreement in principle to settle all claims on a class-wide basis. As part of these settlement discussions, Plaintiffs dismissed the Consolidated Complaint in the federal action and filed the operative Complaint (as defined below) before this Court in the above-captioned matter on December 19, 2025.

2. Claims of Plaintiffs and Benefits of Settling.

Plaintiffs believe that the claims asserted in the Lawsuit (as defined below), as set forth in

¹ See *Blandford v. Nth Degree, Inc.*, No. 1:25-cv-02296 (N.D. Ga.) (filed on Apr. 24, 2025) and *Hardin v. Nth Degree, Inc.*, No. 1:25-cv-02349 (N.D. Ga.) (filed on Apr. 28, 2025).

² See *Order Granting Plaintiffs’ Motion to (1) Consolidate the Related Actions and (2) Appoint Interim Class Counsel* (Dkt. No. 11).

³ See *Consolidated Class Action Complaint* (Dkt. No. 15).

the Complaint, have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Nth Degree through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability.

Nth Degree denies each and all of the claims and contentions alleged against it in the Lawsuit. Nth Degree denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit, including all claims arising out of the Data Security Incident. Nonetheless, Nth Degree has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Nth Degree has considered the uncertainty and risks inherent in any litigation. Nth Degree has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Nth Degree that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members,

except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS.

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

1.1 “*Claims Administration*” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

1.2 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.3 “*Claim Form*” means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.4 “*Complaint*” means the Class Action Complaint filed by Plaintiffs in the Lawsuit.⁴

1.5 “*Court*” means the State Court of Fulton County, Georgia.

1.6 “*Data Security Incident*” means the cyberattack incident allegedly involving Plaintiffs’ and Settlement Class Members’ Private Information and suffered by Nth Degree on or between December 12, 2024, and December 20, 2024.

1.7 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or

⁴ See *Class Action Complaint* (Dkt. No. 1), *Harley Blandford, et al., v. Nth Degree Inc.*, No. 25EV012970 (Ga. State Ct. for Fulton County, Dec. 19, 2025).

default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

1.8 “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.9 “*Final*” means that all of the following events have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.10 “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.11 “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.12 “*Lawsuit*” means the above-captioned lawsuit, styled *Harley Blandford, et al. v. Nth Degree Inc.*, No. 25EV012970 (Ga. State Ct. for Fulton County, Dec. 19, 2025)

1.13 “*Nth Degree*” means Nth Degree, Inc.

1.14 “*Nth Degree’s Counsel*” means McDonald Hopkins, LLC and its attorneys.

1.15 “*Notice*” means the written notice attached as **Exhibits A** and **B** to this Settlement Agreement, which will be sent or published to Settlement Class Members pursuant to the proposed Preliminary Approval Order.

1.16 “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing Notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.17 “*Notice Program*” means the notice program described in Section II.5.

1.18 “*Parties*” means Plaintiffs Harley Blandford and Julie Hardin individually and on behalf of the Settlement Class, and Defendant Nth Degree, Inc. collectively.

1.19 “*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, predecessors, successors, representatives, or assignees.

1.20 “*Plaintiffs*” means Harley Blandford and Julie Hardin.

1.21 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.22 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, substantially in the form as shown in **Exhibit D** attached to this Settlement Agreement.

1.23 “*Private Information*” or “*Personally Identifiable Information*” includes, but is not limited to, first and last name, address, date of birth, social security number, state identification number/ driver’s license number, bank account information, and health information.

1.24 “*Related Entities*” means Nth Degree’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Nth Degree’s respective predecessors, successors, assigns, and the present and former directors, officers, employees, principals, agents, attorneys, insurers, reinsurers, shareholders, advisors, consultants, representatives, partners, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.25 “*Released Claims*” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including, but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent),

bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's Private Information and/or Personally Identifiable Information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

1.26 “*Released Persons*” means Nth Degree, the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.27 “*Service Award*” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation.

1.28 “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.29 “*Settlement Administrator*” means Atticus Administration, LLC.

1.30 “*Settlement Agreement*” and “*Agreement*” mean this Settlement Agreement, including all exhibits hereto.

1.31 “*Settlement Class*” means all individuals residing in the United States whose Private Information was accessed and/or acquired as a result of the Data Security Incident, including all people who were sent notice of the Data Security Incident. “*California Subclass*” means all individuals residing in California whose Private Information was accessed and/or acquired as a result of the Data Security Incident, including all people who were sent notice of the Data Security Incident. Excluded from the Settlement Class and California Subclass are: (1) the Judge presiding over the Lawsuit, any members of the Judge’s respective staffs, and immediate members of the Judge’s families; (2) officers, directors, members and shareholders of Nth Degree; (3) persons who timely and validly request exclusion from and/or opt out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge. Nth Degree represents that the Settlement Class contains approximately 38,953 individuals.

1.32 “*Settlement Class Counsel*” shall mean Andrew J. Shamis of Shamis & Gentile P.A., Casandra Turner of Milberg, PLLC, and Tyler Bean of Siri & Glimstad LLP, collectively.

1.33 “*Settlement Class Members*” means all persons who fall within the definition of the Settlement Class.

1.34 “*Settlement Class Representatives*” means Harley Blandford and Julie Hardin.

1.35 “*Settlement Website*” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.36 “*United States*” includes all fifty (50) States, the District of Columbia, and all United States Territories.

2. CLASS CERTIFICATION

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Nth Degree agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs’ request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Nth Degree stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Party’s position on the issue of class certification or any other issue. The Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, Nth Degree or its insurer(s) shall be responsible for administration and notification costs incurred, if any, but shall have no other

payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

Subject to the terms of this Settlement Agreement, Nth Degree or its insurer(s) shall make available the following compensation to Settlement Class Members:

3.1 Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may choose to receive monetary relief in the form of either (1) compensation for out-of-pocket documented losses up to \$3,500.00 inclusive of lost time up to four (4) hours at a rate of \$20.00 per hour or (2) the Alternative Cash Payment in the amount of \$50.00. In addition, California Subclass members may elect to receive a California statutory payment of \$100.00.

(a) Compensation for Documented Losses: Settlement Class Members will be eligible for compensation for unreimbursed ordinary losses, as defined below, up to \$3,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation, if applicable. Documented Losses may include (i) out-of-pocket expenses incurred as a result of the Data Security Incident, including bank fees, 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; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 12, 2024 and the Claims Deadline; and (c) up to four (4) hours of lost time spent dealing with the Data Security Incident, compensated at a rate of twenty dollars per hour (\$20.00/hour), if at least one (1) full hour was spent dealing with the Data Security Incident, provided that the claimant certifies that the lost time was spent in response to the Data Security Incident, and provides a description of the time spent as set out in the Claim Form,

which is attached as **Exhibit C** to this Agreement. The maximum amount any one claimant may recover under this category is \$3,500.00.

(b) Alternative Cash Payment. In lieu of the benefits described in Paragraph 3.1(a), Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00) upon submission of a valid Claim Form.

(c) California Subclass Statutory Payment. In addition to the monetary benefits described in Paragraph 3.1(a) and (b), California Subclass members may elect to receive a California statutory payment in the amount of \$100.00. The California Subclass Statutory Payment is only available for individuals who resided at a California address at the time of the Data Security Incident.

3.2 Credit Monitoring Services. All Settlement Class Members may claim three years of credit monitoring services upon submission of a valid Claim Form. If the Settlement is ultimately approved, Settlement Class Members making a claim for the credit monitoring will be provided with a code required to activate the credit monitoring. The credit monitoring will provide Settlement Class Members with single-bureau credit monitoring provided by IDX with dark web monitoring, up to \$1,000,000.00 reimbursement insurance, and fully managed identity recovery assistance. If a Settlement Class Member claims credit monitoring, he or she must activate the service within one hundred eighty (180) Days from the date that the activation codes are sent.

3.3 Nth Degree agrees to take reasonable measures to secure and keep confidential the Private Information of its current and former customers. Nth Degree agrees to pay for such remedial costs separate and apart from other settlement benefits.

3.4 Settlement Class Counsel shall apply to the Court for an award of attorneys' fees and costs in an amount not to exceed two hundred and sixty thousand dollars (\$260,000.00), which

are to be paid separate and apart from any other sums agreed to under this Settlement Agreement. Settlement Class Counsel shall also apply to the Court for Service Awards for each Plaintiff in an amount not to exceed two thousand and five hundred dollars (\$2,500.00), which is to be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.5 Payment of compensation to Settlement Class Members and payment of the Service Awards are understood and agreed by the Parties to be payments in compromise of disputed claims and not payments of contractual obligations of Nth Degree. It is also understood and agreed by the Parties that payment of compensation to Settlement Class Members and payment of Service Awards are not subject to set-off or recoupment in the event that any monetary payment is due to Nth Degree from the payee of such compensation or award.

4. SETTLEMENT ADMINISTRATION.

4.1 All Notice and Claims Administration Costs will be paid by Nth Degree or its insurer(s).

4.2 The Parties have agreed to request that the Court appoint Atticus Administration, LLC as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Nth Degree's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and Nth

Degree's Counsel shall agree on all information and documents to be posted on the Settlement Website.

4.5 The Settlement Administrator will conduct Claim Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Nth Degree's Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7 The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section 3 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted (collectively, "Facially Valid"). The Settlement Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Settlement Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of

reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (i) one hundred eighty (180) Days after the Effective Date or (ii) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Nth Degree's Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. Nth Degree or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, Nth Degree or its insurer shall transmit all approved claimant compensation funds to the Settlement Administrator within thirty (30) days of the Effective Date, and the Settlement Administrator shall mail or otherwise provide checks for approved claims within thirty (30) Days of receipt of funds from Nth Degree or within sixty (60) Days of the date that the claim is approved, whichever is later.

4.11 Checks for approved claims shall be mailed to the address provided by the Settlement Class Member on his or her Claim Form.

4.12 Cashing a check for an approved claim is a condition precedent to any Settlement Class Member's right to receive benefits under this Settlement Agreement. All checks issued under this Paragraph shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within ninety (90) Days, after which time it is void." Checks issued pursuant to this Paragraph that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this Paragraph before it becomes void, the Settlement Class Member will have failed

to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Nth Degree shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Section 3 above or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The Settlement funds and benefits that Nth Degree shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Nth Degree and its insurer until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Nth Degree's Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) first-class mail ("Short Form Notice") and (2) notice on the Settlement Website ("Long Form Notice").

5.3 Within seven (7) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Nth Degree shall provide the Settlement Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Nth Degree. The Settlement Administrator shall, by using the National Change of

Address database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Nth Degree by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice.

5.6 The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Nth Degree’s Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice (defined below and substantially similar to that attached hereto as **Exhibit B**), and the Claim Form

(in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and Nth Degree's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until thirty (30) Days after the Claim Deadline has passed.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court.

5.10 Prior to the Final Approval Hearing, the Settlement Administrator shall provide Settlement Class Counsel and Nth Degree's Counsel with an appropriate affidavit or declaration describing its compliance with the Court-approved Notice Program, for submission to the Court.

5.11 Nth Degree shall pay the entirety of the costs of Claims Administration and the costs of providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, separate and apart from any other sums agreed to under this Settlement Agreement.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within such time as is ordered by the Court ("Opt-Out Deadline"), the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion ("Opt-Out

Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the Opt-Out Deadline.

6.3 The Parties will recommend to the Court that the Opt-Out Deadline is sixty (60) Days following the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Settlement Class Counsel and Nth Degree’s Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as “Opt Outs,” shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.4, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

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

6.8 Within fourteen (14) Days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Settlement Class Counsel and to Nth Degree's Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection ("Objection") by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a

statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2 To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Nth Degree's Counsel at addresses set forth in the Notice no later than sixty (60) Days after the Notice Deadline ("Objection Deadline"). The deadline for filing Objections shall be included in the Notice and posted on the Settlement Website.

7.3 An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Nth Degree's Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5 If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

7.6 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS.

8.1 Settlement Class Counsel shall apply to the Court for a Service Award to each Plaintiff in an amount not to exceed two thousand and five hundred dollars (\$2,500.00). Nth Degree takes no position on the request for Service Awards in this amount. If approved by the Court, Nth Degree or its insurer will pay the Service Awards to an account established by Settlement Class Counsel no later than thirty (30) Days after the Effective Date. The Service

Awards will be paid by Nth Degree separate and apart from any other sums agreed to under this Settlement Agreement.

8.2 Settlement Class Counsel shall also apply to the Court for an award of attorneys' fees and costs in an amount not to exceed two hundred and sixty thousand dollars (\$260,000.00). Nth Degree takes no position on the request for attorneys' fees and costs in this amount. If approved by the Court, Nth Degree or its insurer will pay the Court-approved amount for attorneys' fees and costs to an account established by Settlement Class Counsel no later than thirty (30) Days after the Effective Date. The attorneys' fees and costs will be paid by Nth Degree separate and apart from any other sums agreed to under this Settlement Agreement.

8.3 Settlement Class Counsel will file the applications with the Court for the Service Awards and attorneys' fees and expenses no later than fourteen (14) Days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

8.4 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of Service Awards, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of Service Awards or any attorneys' fees or costs ordered by the Court to be paid to Settlement Class Counsel or Plaintiffs shall affect whether the Final Order and Judgment is Final, cancel or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. NOTICES.

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

All notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, Georgia 30303

Tyler J. Bean, Esq.
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151

Andrew J. Shamis, Esq.
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132

All Notices to Nth Degree's Counsel or Nth Degree shall be sent to:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Ave. E., Suite 2100
Cleveland, Ohio 44114

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of Objections, requests for exclusion, or other documents, communications, or filings from or on behalf of Settlement Class Members received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to Section II.2;
- (c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to Settlement Class Members;
- (d) Appoints Atticus Administration, LLC as the Settlement Administrator in accordance with the provisions of Paragraph 4.2;
- (e) Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- (f) Approves the Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached hereto as **Exhibit A** and Long Form Notice in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;
- (g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Settlement Administrator to conduct Claims Administration in accordance with the provisions of this Settlement Agreement;
- (h) Approves the Opt Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

(j) Appoints Andrew J. Shamis of Shamis & Gentile P.A., Casondra Turner of Milberg, PLLC, and Tyler Bean of Siri & Glimstad LLP as Settlement Class Counsel;

(k) Appoints Plaintiffs Harley Blandford and Julie Hardin as the Settlement Class Representatives; and

(l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. FINAL APPROVAL HEARING.

11.1 Settlement Class Counsel and Nth Degree's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of final approval no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their briefs in support of attorneys' fees and costs and Service Awards no later than fourteen (14) Days prior to the Objection deadline and Opt-Out Deadline or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

(a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or

(c) The Final Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that within ten (10) Days after the Opt-Out Deadline, as approved by the Court, there have been more than seventy-five (75) Opt Outs (request for exclusions) submitted, Nth Degree may, by notifying Settlement Class Counsel, in writing, void this Settlement Agreement. If Nth Degree voids the Settlement Agreement pursuant to this paragraph, Nth Degree shall be obligated to pay all settlement expenses incurred, excluding any attorneys' fees and costs of Settlement Class Counsel and any Service Awards, and Nth Degree shall not seek recovery of same from any other party to the Lawsuit or from counsel to any other party to the Lawsuit.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

12.4 Nothing shall prevent Plaintiffs or Nth Degree from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the

Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Nth Degree shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Nth Degree and its insurer(s) shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated herein.

13. RELEASE.

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Nth Degree or any Released Persons with respect to the Released Claims.

13.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, 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, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Nth Degree or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

13.8 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. EFFECTIVE DATE.

14.1 The “Effective Date” of this Settlement Agreement shall be one (1) Day after the date when each and all of the following conditions have occurred:

- (a) This Settlement Agreement has been fully executed by all Parties and their counsel;
- (b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- (c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- (d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;
- (e) The Final Order and Judgment has become Final; and
- (f) The time for any appeal of the Final Order and Judgment has expired.

15. MISCELLANEOUS PROVISIONS.

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2 The Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Nth Degree or the Released Persons or any admission by Nth Degree or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of

the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Nth Degree or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Nth Degree, Nth Degree's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the

subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.9 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The 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 Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the

preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 This Settlement Agreement shall be construed under and governed by the laws of the State of Georgia without regard to its choice of law provisions.

15.13 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Nth Degree or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

15.16 All dollar amounts are in United States Dollars (USD).

15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.


15.18 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.19 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

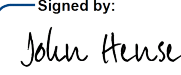
IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: February 23, 2026

Dated: February 23, 2026

/s/ 
Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue East, Suite 2100
Cleveland, Ohio 44114
Attorney for Defendant

/s/ _____
Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, Georgia 30303
Tel: (866) 252-0878
E: cturner@milberg.com

Signed by:
/s/ 
_____ 0EE02FBB5937412...
NTH DEGREE, INC., by an
authorized representative

Tyler Bean, Esq.
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel: (212) 532-1091
E: tbean@sirillp.com

Name: John Hense
Title: CEO

Andrew J. Shamis, Esq.
Georgia Bar No. 49496
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
E: ashamis@shamisgentile.com

Attorneys for Plaintiffs and the Settlement Class

Plaintiff Harley Blandford

Plaintiff Julie Hardin

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: February 23, 2026

Dated: February 23, 2026

/s/

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue East, Suite 2100
Cleveland, Ohio 44114
Attorney for Defendant

/s/ Casandra Turner

Casandra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, Georgia 30303
Tel: (866) 252-0878
E: cturner@milberg.com

/s/

NTH DEGREE, INC., by
an authorized representative

Tyler Bean, Esq.
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel: (212) 532-1091
E: tbean@sirillp.com

Andrew J. Shamis, Esq.
Georgia Bar No. 49496
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
E: ashamis@shamisgentile.com

Attorneys for Plaintiffs and the Settlement Class

Plaintiff Harley Blandford

 Julie Hardin (Feb 23, 2026 15:02:05 CST)

Plaintiff Julie Hardin

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: February 23, 2026

Dated: February 23, 2026

/s/ _____
Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue East, Suite 2100
Cleveland, Ohio 44114
Attorney for Defendant

/s/ _____
Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, Georgia 30303
Tel: (866) 252-0878
E: cturner@milberg.com

/s/ _____
NTH DEGREE, INC., by
an authorized representative

Tyler Bean, Esq.
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel: (212) 532-1091
E: tbean@sirillp.com

Andrew J. Shamis, Esq.
Georgia Bar No. 49496
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
E: ashamis@shamisgentile.com

Attorneys for Plaintiffs and the Settlement Class



Plaintiff Harley Blandford

Plaintiff Julie Hardin

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nth Degree Settlement Ends Class Action Lawsuit Over December 2024 Data Breach](#)
