

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

FELIPE LEON-ROMAN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

OLINSKY & ASSOCIATES, PLLC,

Defendant.

Case No.: 5:25-cv-00462-ECC-TWD

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of the last date all parties have executed, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiff Felipe Leon-Roman (“Representative Plaintiff”), individually and on behalf of all other similarly situated individuals (the “Settlement Class” or “Class Members,” as defined below), by and through their counsel of record Casondra Turner of Milberg PLLC (“Class Counsel”), on the one hand; and (ii) Defendant Olinsky & Associates, PLLC (“Olinsky” or “Defendant”), by and through its counsel of record, Kevin D. Szczepanski and Nicole A. Mastrocinque of Barclay Damon LLP (“Defendant’s Counsel”), on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, Defendant is a law firm headquartered in Syracuse, New York.

WHEREAS, on or around January 28, 2025, Olinsky became aware of a cybersecurity

incident (the “Data Incident”), which an investigation determined potentially impacted certain data including names, addresses, Social Security numbers, account information, financial information, medical records or disability-payment information, driver’s license numbers, financial information, and health insurance information. Some of the information was truncated, only exposing the last four or five digits of the social security number or bank account information.

WHEREAS, after Olinsky identified approximately 526 individuals whose Private Information (defined below) may have been impacted by the Data Incident, several notices were sent to those individuals, culminating in a formal notice on or about March 11, 2025.

WHEREAS, Plaintiff is a former client of Olinsky and a person who received notice from Olinsky and/or was identified that their Private Information may have been impacted by the Data Incident.

WHEREAS, after Defendant’s announcement of the Data Incident, Representative Plaintiff retained counsel to investigate this matter, and filed this lawsuit on April 14, 2025.

WHEREAS, the Complaint in the Litigation asserts the following claims: (i) negligence; (ii) breach of implied contract, and; (iii) unjust enrichment.

WHEREAS, Olinsky denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, after a period of informal discovery and months of arm’s length negotiations, the Parties reached agreement on the material terms of this Settlement on December 15, 2025.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the

above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, Olinsky denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Olinsky with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Olinsky has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Olinsky relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against Olinsky relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and Olinsky that, subject to the Court's approval, when Judgment becomes Final (defined herein), the

Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling 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.

II. DEFINITIONS

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

1. “Agreement” or “Settlement” or “Settlement Agreement” means this agreement.
2. “Class Counsel” means Casandra Turner of Milberg PLLC.
3. “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration.
4. “Court” means the United States District Court for the Northern District of New York.
5. “Data Incident” means the potential unauthorized access of certain information on Olinsky’s computer systems discovered on or about January 28, 2025, which gave rise to the Litigation.
6. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 75.
7. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the 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. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

8. "Final Fairness Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

9. "Judgment" means a judgment rendered by the Court, after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which Olinsky must approve before filing.

10. "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit A** hereto.

11. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

12. "Notice Deadline" means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Settlement Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

13. "Objection Date" means forty-five (45) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that

objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

14. “Opt-Out Date” means forty-five (45) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

15. “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.

16. “Plaintiff” or “Class Representative” or “Representative Plaintiff” means Felipe Leon-Roman.

17. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit B**.

18. “Private Information” means names, addresses, Social Security numbers, account information, financial information, medical records or disability-payment information, driver’s license numbers, financial information, and health insurance information.

19. “Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any claims or causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country,

state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all state consumer protection statutes, including but not limited to violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of third-party beneficiary contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal, common-law, statutory, regulatory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning, arising out of, or connected to the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

20. "Released Parties" means Olinsky & Associates, PLLC and each of its past, present,

partner and future parent companies, partnerships, subsidiaries, affiliates, divisions, departments, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, officers, shareholders, successors, assigns, and owners, and all of their attorneys, advisors, consultants, vendors, heirs, executors, administrators, insurers, and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

21. “Settlement Administration” means providing notice to the Settlement Class Members and payment of Settlement Benefits to Settlement Class Members by the Settlement Administrator (defined below).

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

23. “Settlement Benefit” means the settlement benefits made available to all Settlement Class Members under the terms of this Settlement Agreement.

24. “Settlement Class” means all persons identified by Olinsky & Associates, PLLC as being among those individuals impacted by the Data Breach, including all who were sent notice of the Data Breach. The Settlement Class specifically excludes: (i) Defendant Olinsky, any entity in which Defendant has a controlling interest, and Defendant’s officers, directors, partners,

employees, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

25. “Settlement Class List” means the list generated by Olinsky containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which Olinsky shall provide to the Settlement Administrator within seven (7) days after entry of the Preliminary Approval Order.

26. “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

27. “Settlement Website” means the website described in Paragraph 55(c).

28. “Settling Parties” or “Parties” means, collectively, Olinsky and Plaintiff, individually and on behalf of the Settlement Class.

29. “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit C** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

30. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intend to and

expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, or any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including, but not limited to, any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

31. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

III. SETTLEMENT BENEFITS

32. The settlement will be administered on an automatic benefit basis with no claims

process.

33. Settlement Benefits. All Settlement Class Members who do not opt-out will receive the following benefits:

- a. Credit Monitoring: All Settlement Class Members will be sent an activation code for 3 years of Cyex's Financial Shield Complete. The retail reference value of Financial Shield Complete is \$26.95 per month. As such, this benefit has a retail value to the Settlement Class of \$510,325.20 (\$26.95 x 36 months x 526 Settlement Class Members).
- b. Cash Payments. All Settlement Class Members who do not opt out will be sent a check for \$40.00 (\$22,480 in the aggregate).

34. Business Practices Changes. Defendant agrees to implement and keep in place the following (or better) security-related measures: Implementation of (1) a Data Breach Policy, (2) General Security Policy, (3) IT Security Policy, (4) Vulnerability and Patch Management Policy, and (5) Vulnerability Assessment Policy. Defendant also implemented multi-factor authentication for VPN connections, web filtering, and installation of additional cybersecurity software such as SSL deep inspection and Sentinel One. Defendant's employees also underwent training after the breach. Costs associated with these business practice commitments should be paid by Defendant separate and apart from other settlement benefits.

35. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement as specified in this Agreement, including, but not limited to, the following:

- a) Administering and overseeing the Settlement funds provided by Olinsky to pay the Settlement Benefits.

- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing Notice to Settlement Class Members via U.S. mail;
- e) Establishing and maintaining the Settlement Website;
- f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Olinsky's Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Olinsky's Counsel;
- i) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- j) Providing bi-weekly or other periodic reports to Class Counsel and the Olinsky's Counsel that include information regarding the number of Settlement

Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

- k) In advance of the Final Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or Olinsky's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and Olinsky's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; or (iii) the payment or withholding of any taxes and tax-related expenses.

IV. SETTLEMENT CLASS CERTIFICATION

53. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for

herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

54. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit B**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Casondra Turner of Milberg PLLC as Class Counsel;
- d) appointment of Plaintiff Felipe Leon-Roman as Class Representative;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit C**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit A**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the requested

attorneys' fees, and the date, time and place of the Final Fairness Hearing; and

- g) appointment of Simpluris LLC as the Settlement Administrator.

The Short Notice and Long Notice shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

55. Notice shall be provided to Settlement Class Members by the Settlement Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Rule 23 of the Federal Rules of Civil Procedure and constitutional due process requirements.

- a) Within seven (7) days after the date of the Preliminary Approval Order, Olinsky shall provide the Settlement Class List to the Settlement Administrator.
- b) The Settlement Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail, to the extent mailing addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Settlement Administrator shall check and update all addresses through the National Change of Address ("NCOA") Database. Where postcards are returned with a forwarding address prior to the opt-out and objection deadline, the Settlement Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the opt-out and objection deadlines, the Settlement Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard.

- c) The Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the administration of the Settlement, with the form of Long Notice approved by the Court, as well as this Settlement Agreement, posted thereupon. The Settlement Website shall also include links to relevant filings, including, but not limited to, the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.
- d) A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries.
- e) The Settlement Administrator will also provide copies of the forms of Short Notice and Long Notice approved by the Court, as well as this Settlement Agreement, upon request.
- f) Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice and Long Notice approved by the Court may be adjusted by the Settlement Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for by Defendant in accordance with the Preliminary Approval Order, together with the Costs of Settlement Administration. Any attorneys' fees, costs, and expenses of Plaintiff's Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by Olinsky.

56. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued

(1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than ninety (90) days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

57. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, and must include the Person's full name, current address, telephone number, and email address (if any).

58. All Persons who submit valid and timely Requests for Exclusion, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

59. In the event that within twenty-one (21) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than fifty (50) individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

60. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a

group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

VIII. OBJECTION PROCEDURES

61. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Settlement Administrator by the Objection Date.

62. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 61 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be

bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 61.

IX. RELEASES

63. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiff, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, 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 participation in the settlement as provided herein) in which any of the Released Claims is asserted.

64. Upon the Effective Date, Olinsky shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Olinsky may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or

other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

65. Notwithstanding any term herein, neither Olinsky nor their Released Parties shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members, and Plaintiff's Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

66. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff until after the primary and substantive terms of the Settlement Benefits had been agreed upon, other than that Olinsky would not object to a request for reasonable attorneys' fees, litigation costs, and a service award to each Plaintiff as may be ordered by the Court.

67. Class Counsel may petition the court for combined attorneys' fees and expenses not to exceed \$55,000. The motion for attorneys' fees, litigation costs, and service awards shall be filed no later than fourteen (14) days before the Objection and Opt-Out deadlines. Any award of attorneys' fees and expenses up to \$55,000 shall be paid by Olinsky.

68. Subject to Court approval, Olinsky has agreed not to object to a request for a service award in the amount of \$2,000.00 to the named Plaintiff. Any Service Award up to \$2,000 shall be paid by Olinsky. This service award shall be separate and apart from any other sums agreed under this Settlement. This amount was negotiated after the parties agreed on the primary terms of the settlement.

69. If awarded by the Court, Olinsky shall fund and the Settlement Administrator shall pay the attorneys' fees, costs, expenses, and service awards within fourteen (14) days after the

Effective Date.

70. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF SETTLEMENT PAYMENTS

71. The Settlement Administrator shall administer and pay the Settlement Benefits to Settlement Class Members.

72. The cash payments shall be issued, via check or electronically (by preference of the Settlement Class Member), within thirty (30) days after the Effective Date.

73. No Person shall have any claim against the Settlement Administrator, Olinsky, Released Parties, Class Counsel, Plaintiff, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by Olinsky to implement the Business Practice Changes.

74. Information submitted by Settlement Class Members in connection with Settlement Benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

75. The Effective Date of the settlement shall be ten (10) days after the date when each

and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) Olinsky has not exercised its option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit D**); and
- f) the Judgment has become Final.

76. If all conditions specified in Paragraph 75(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

77. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete list of all timely and valid Requests for Exclusion (“Opt-Out List”).

78. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party’s counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Olinsky shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. MISCELLANEOUS

79. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to 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.

80. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement 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 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. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the

Settlement Agreement.

81. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment 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.

82. The 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.

83. This Agreement contains the entire understanding between Olinsky and Plaintiff regarding the settlement and settlement payments provided for here and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Olinsky and Plaintiff. Any agreements reached between Olinsky, Plaintiff, and any third party, are expressly excluded from this provision.

84. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

85. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class

pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

86. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

87. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

88. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

89. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

90. All dollar amounts are in United States dollars (USD).

91. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days after their date of issue shall not be reissued unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this

Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

92. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

93. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiff and Olinsky each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

94. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

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

PLAINTIFF:



Felipe Leon-Roman, Plaintiff

Date: 02/25/2026

COUNSEL FOR PLAINTIFF AND THE PROPOSED SETTLEMENT CLASS:

Date: 2/24/2026



Casondra Turner (*pro hac vice*)

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Date: _____

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Buffalo, New York 14202

(716) 856-5500

DEFENDANT:

Date: _____

Name

Title: _____

PLAINTIFF:

Felipe Leon-Roman, Plaintiff

Date: _____

COUNSEL FOR PLAINTIFF AND THE PROPOSED SETTLEMENT CLASS:

Date: _____

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Counsel for Plaintiff and the Proposed Class

COUNSEL FOR DEFENDANT:

Date: February 26, 2026 _____

/s/ Kevin D. Szczepanski

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DEFENDANT:

Date: _____

Name

Title: _____

PLAINTIFF:

Felipe Leon-Roman, Plaintiff

Date: _____

COUNSEL FOR PLAINTIFF AND THE PROPOSED SETTLEMENT CLASS:

Date: _____

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(716) 856-5500

DEFENDANT:

Date: _____

Name

Title: Howard D. Olinsky Managing Member