CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is made and entered into by and among Plaintiffs Jack Feathers, Barbara Squier, Brian Eitemiller, and Isaiah Castellaw, individually and on behalf of the Settlement Class (as defined below), and On Q Financial, LLC ("On Q" or "Defendant"). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs' and the Settlement Class's Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

RECITALS

WHEREAS, on or around February 20, 2024, Defendant received notification that a vulnerability was present in the product of a software and IT management provider and subsequently discovered that a threat actor exploited that vulnerability and potentially accessed files that included the names and Social Security numbers (collectively, the "Private Information") of Defendant's clients (the "Data Security Incident").

WHEREAS, Defendant began notifying potentially impacted individuals about the Data Security Incident on or around March 29, 2024.

WHEREAS, on April 10, 2024, Plaintiff Jack Feathers, on his behalf and on behalf of others similarly situated, filed a putative class action (the "Federal Court Lawsuit") in the United States District Court for the District of Arizona alleging injuries arising from the Data Security Incident.

WHEREAS, on July 22, 2024, the Court in the Federal Court Lawsuit consolidated two related actions *Squier v. On Q Financial LLC, 2:24-cv-00818-DJH* and *Castellaw v. On Q Financial LLC, Case No. 2:24-cv-00828-SMB* with *Feathers v. On Q Financial LLC*, 2:24-cv-00811-MTL.

WHEREAS, following motion practice in the District of Arizona and formal discovery efforts, the Parties agreed to private mediation and subsequently agreed to exchange informal discovery and select a mutually acceptable mediator.

WHEREAS, in preparation for mediation, the Parties exchanged certain information and documents and set forth their respective positions on the litigation in detailed mediation briefs, including with respect to the merits, class certification and settlement, to each other and to the mediator.

WHEREAS, in the weeks prior to the mediation, the Parties maintained an open dialogue concerning their respective positions on the merits of the litigation and the contours of a potential agreement to begin settlement negotiations.

WHEREAS, on September 8, 2025, the Parties engaged in a mediation session before Jill Sperber of Judicate West. Following a full day of intensive arm's length negotiations, the Parties ultimately agreed to a mediator's proposal and thus agreed to resolve the litigation.

WHEREAS, on September 25, 2025, Plaintiffs filed a Notice of Voluntary Dismissal Without Prejudice in the Federal Court Lawsuit and on October 15, 2025, Plaintiffs filed a putative class action against Defendant, Case No. CV2025-037770 in the Maricopa County, Arizona Superior Court (the "State Court Lawsuit"), based on the same allegations and asserting the same causes of action as the Federal Court Lawsuit.

WHEREAS, pursuant to the terms set forth below, this Settlement Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of Plaintiffs and the members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiffs' Counsel have thoroughly examined the law and facts relating to the matters at issue in the litigation, Plaintiffs' claims, and Defendant's potential defenses, including conducting an independent investigation and confirmatory discovery, participating in a full day mediation, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the litigation, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Defendant may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Defendant has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Defendant specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Defendant of (i) the validity of any claim, defense, or fact asserted in the State Court Lawsuit or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 "Action" means the case captioned *Jack Feathers et al. v. On Q Financial, LLC*, No. CV2025-037770, pending in the Maricopa County Superior Court.

1.2 "Administrative Expenses" means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. All Administrative Expenses shall be paid from the Settlement Fund.

1.3 "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

1.4 "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5 "Business Days" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6 "Claimant" means a Class Member who submits a Claim Form for a Settlement Payment.

1.7 "Claim Form" means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

1.8 "Claims Deadline" means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the

Summary Notice, the Claim Form, and the Court's order granting preliminary approval.

1.9 "Class Counsel" means John J. Nelson of Milberg, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Marc Edelson of Edelson Lechtzin LLP and ("Class Counsel" or "Settlement Class Counsel").

1.10 "Class Member" means a member of the Settlement Class.

1.11 "Class Representatives" and "Plaintiffs" means Jack Feathers, Barbara Squier, Brian Eitemiller, and Isaiah Castellaw.

1.12 "Court" means the Maricopa County Superior Court.

1.13 "Data Security Incident" refers to the unauthorized access of Private Information that is the subject of the State Court Lawsuit and that was detected on Defendant's computer network.

1.14 "Documented Loss" refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to the Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident and incurred on or after February 20, 2024.

1.15 "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.

1.16 "Entity" means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

1.17 "Defendant's Counsel" or references to counsel for Defendant means the law firm Constangy Brooks Smith & Prophete LLP.

1.18 "Defendant" or "On Q" means On Q Financial, LLC and their past, present, and future affiliates, parents, subsidiaries, operating entities, and successors.

1.19 "EITFM" means the Expanded Identity Theft and Fraud Monitoring being made available to all Class Members that submit a valid claim selecting coverage.

1.20 "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

1.21 "Final Approval Order" means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.

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

1.23 "Judgment" means a judgment rendered by the Court that dismisses the State Court Lawsuit with Prejudice and otherwise satisfies the settlement-related provisions of the Arizona Rules of Civil Procedure.

1.24 "Long Form Notice" means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.

1.25 "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any.

1.26 "Notice" means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

1.27 "Notice Date" means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

1.28 "Notice Plan" means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

1.29 "Objection Deadline" means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.

1.30 "Opt-Out Period" means the period in which a Class Member may submit a request to exclude him or herself from the Settlement ("Request for Exclusion"), pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.31 "Parties" means the Plaintiffs and Defendant.

1.32 “Private Information” means information potentially compromised in the Data Security Incident, including Class Members’ names and Social Security numbers.

1.33 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.

1.34 “Reminder Notice” means a subsequent Notice sent to all Settlement Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e. U.S. Mail). A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class forty-five (45) days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

1.35 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.

1.36 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, known or unknown—that was or could have been asserted on behalf of the Settlement Class in the State Court Lawsuit related to or arising from the Data Security Incident in any way.

1.37 “Released Parties” means (1) the Defendant; (2) each of the Defendant’s past, present, and future parents, subsidiaries, sibling entities, operating entities, administrators, successors, reorganized successors, insurers, vendors, and members; and (3) the past, present, and future directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph. Each of the Released Parties may be referred to individually as a “Released Party.”

1.38 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of his role in this litigation, as set forth below.

1.39 “Settlement” means this settlement of the State Court Lawsuit by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.40 "Settlement Administrator" means Kroll Settlement Administration, LLC, the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Defendant may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.41 "Settlement Benefit(s)" means any Settlement Payment, the Expanded Identity Theft and Fraud Monitoring Services, the Documented Out-of-Pocket Loss Payments, the Alternative Cash Payments, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses. All Settlement Benefits shall be paid exclusively from the Net Settlement Fund.

1.42 "Settlement Class" and "Class" means all 211,650 individuals whose Private Information may have been compromised in the Data Security Incident. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the State Court Lawsuit and members of their immediate families and their staff; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any Entity in which Defendant, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1.43 "Settlement Fund" means the sum of $1,250,000 to be paid or caused to be paid by Defendant, as specified in Section 2.1 of this Agreement.

1.44 "Settlement Payment" means any payment to be made to any Class Member for Approved Claims pursuant to Section 2.3 herein.

1.45 "Settlement Website" means the Internet website to be created, launched, and maintained pursuant to Section 5.8 herein by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.46 "Summary Notice" means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.

1.47 "Taxes" means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) ("Tax Expenses"), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the "administrator." The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

2. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

2.1 Defendant will pay, or cause to be paid, $1,250,000 to the Settlement Administrator on a non-reversionary basis to settle the case (the "Settlement Fund"). The Settlement Fund will be the complete, total, and final extent of the Defendant and the Released Parties' liability in connection with the settlement of the Action. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Defendant. The Settlement Fund will be applied to payment of Class Member Approved Claim(s), Administrative Expenses, attorneys' Fee Award and Costs, and expenses of counsel, and Class Representatives' Service Awards. Defendant shall make, or cause to be made, the payment of $1,250,000 into an escrow account controlled by the Settlement Administrator (as defined below) ("Settlement Escrow Account") within thirty (30) days following preliminary approval. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of Administrative Expenses), plus any interest earned on the Settlement Escrow Account, shall be returned to Defendant or Defendant's insurers, within ten (10) days after such denial of final approval.

2.2 The Settlement Payment is to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents ($1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both Parties), the Fee Award and Costs, and Service Awards.

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

(b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Defendant's insurers, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Defendant's insurers, Plaintiff, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

2.3 <u>Settlement Payments</u>. In addition to <u>EITFM</u>, for which all Class Members who submit a claim will be eligible to elect, each Class Member may also qualify and submit a claim for either (i) a Documented Loss Payment and (ii) an Alternative Cash Payment:

(a) Documented Loss Payment. Class Members may submit a claim for actual out of pocket losses fairly attributable to the Data Security Incident and time spent dealing with it (in accordance with the schedule below), cumulatively up to $5,000 per individual. These losses must be accompanied by appropriate documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as:

(i) Long distance telephone charges.

(ii) Cell phone minutes (if charged by the minute).

(iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).

(iv) Costs of credit reports purchased between February 20, 2024 and the Claims Deadline.

(v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 20, 2024, and the Claims Deadline, provided Claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes.

(vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.

(vii) Other Documented Losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

(viii) Any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.

(b) Alternative Cash Payment. In addition to making a Documented Loss Payment under section 2.3(a) above, Class Members may submit a claim to receive an alternative cash payment estimated to be $50 which may be adjusted on a pro rata basis ("Alternative Cash Payment"). The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 2.9 after amounts sufficient to pay valid claims for benefits in Sections 2.3(a) and 2.4 (and Taxes, Administrative Expenses, Service Awards, and Fee Award and Costs (as defined in Sections 1.47, 1.2, 1.38 and 1.20, respectively)) have been deducted from the Settlement Fund.

Class Members will not need to supply any documentary proof to select this option.

2.4 Expanded Identity Theft and Fraud Monitoring ("EITFM"). All Class Members may also claim a code to enroll, at their option, in an identity theft and fraud monitoring program with single bureau credit monitoring, lasting one year, and offering up to $1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. Class Members who accepted the Defendant's original offer of identity theft and fraud monitoring shall be entitled to an additional one year if they claim this benefit. The cost of the Expanded Identity Theft and Fraud Monitoring (but not Defendant's original offer of monitoring) will be paid from the Settlement Fund. Class Members will not need to supply any documentary proof to select this option.

2.5 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

2.6 Deadline to File Claims. Claim Forms must be postmarked or received electronically within ninety (90) days after the Notice Date.

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

2.8 Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

2.9 Plan of Allocation. It is the intention of the Parties to distribute to Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses (including applicable taxes, if any), (ii) Plaintiffs' counsel's Fee Award and Costs and Court-approved Service Awards, (iii) the costs of providing the Expanded Identity Theft and Fraud Monitoring, dedicated fraud specialists, and

$1,000,000 in identity theft and fraud insurance; and (iv) Approved Claims for approved Documented Losses (up to $5,000 per person). The remaining amount is the Net Settlement Fund. The amount of the Alternative Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for that option. Any claims for Documented Losses under Section 2.3(a) that were rejected for that category will also be eligible for the Alternative Cash Payment under this formula, as opposed to being rejected outright.

2.10 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment, Alternative Cash Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check.

2.11 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the Class Members, a subsequent Settlement payment will be evenly distributed to all Class Members with Approved Claims for monetary payments under either paragraphs 2.3(a) or 2.3(c) above and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars ($3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than three dollars ($3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed in equal parts to a *cy pres* recipient mutually agreed upon by the Parties and approved by the Court.

2.12 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

2.13 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Defendant after the Effective Date.

2.14 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement

Fund net of any Taxes, shall be returned to Defendant and/or its insurers, and no other person or Entity shall have any further claim whatsoever to such amounts.

2.15 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Defendant and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant and/or its insurers.

2.16 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

2.17 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

2.18 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel and Defendant's insurers for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representatives or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

2.19 Limitation of Liability

(a) Defendant and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representative, and Defendant, Defendant's Counsel, and Defendant's insurers, harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3. RELEASE

3.1 Upon the occurrence of the later of the Effective Date and Defendant paying or causing to be paid the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the Settlement Class List in accordance with Section 5.5, on behalf of themselves, their past, present, and future heirs, assigns, executors, administrators, predecessors, successors, conservators, estates, agents, advisors, and any other person purporting to claim or act on their behalf, release and forever discharge all Released Claims against each of the Released Parties, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident in any way or otherwise arises out of the same facts and circumstances that is the subject of this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to release, any claims against any other unidentified third-party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

3.2 Upon the occurrence of the later of the Effective Date and Defendant paying or causing to be paid the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Released Claims described herein, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class Representative, Class Counsel, and all Class Members identified in the Settlement Class List of all claims based upon the institution, prosecution, settlement, or resolution of the State Court Lawsuit or the Released Claims, except for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or defenses Defendant may have against such Persons including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based upon the institution, prosecution, settlement, or resolution of the State Court Lawsuit or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

3.3 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

4. REQUIRED EVENTS AND COOPERATION BY PARTIES

4.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

4.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

4.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. Plaintiffs and Defendant further stipulate to designate the Class Representatives as the representative for the Settlement Class.

4.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

5. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

5.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

5.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

5.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by postcard with a tear-off Claim Form, to the same list of addressees that were mailed notice of the Data Security Incident. A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

5.4 Settlement Class List. Within ten (10) days after the issuance of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of the names and contact information of the Class Members that it has in its possession, custody, or control. Everyone on the Settlement Class List will be provided with a unique identifier generated by the Settlement Administrator that they will be asked for when they submit claims.

5.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendant's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Defendant, or Defendant's Counsel, will be secure and used solely for the purpose of effecting this Settlement.

5.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the Claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claimant is a Settlement Class Member and the claim is valid. Anyone who has a good faith belief that they are Class Member but did not receive the Summary Notice from the Class Member will have a reasonable opportunity to provide proof that they are a Class Member.

5.7 Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Parties shall agree on the domain name for the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website.

5.8 Opt Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name "*Jack Feathers v. On Q Financial, LLC, Case No. CV2025-037770*"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in "*Jack Feathers v. On Q Financial, LLC, Case No. CV2025-037770*.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

5.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator, postmarked no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Lawsuit the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) state the Class Member's full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be to the Settlement Administrator on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections.

6. SETTLEMENT ADMINISTRATION

6.1 Submission of Claims.

(a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

6.2 Settlement Administrator's Duties.

(a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.

(c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(i) Receive Requests for Exclusion and Objections from Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, Objections, or other requests from Class Members after expiration of the Opt-Out or Objection Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(ii) Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(iii) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(iv) Cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement; and

(v) Establish and maintain the Settlement Website.

6.3 <u>Requests For Additional Information</u>: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

7. SERVICE AWARDS

7.1 Class Representatives and Class Counsel may seek a Service Award to the Class Representatives of up to $2,500 (Two Thousand Five Hundred Dollars). Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days before the Objection Deadline.

7.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, at the same time as the distribution of funds to Class Members, as provided for in Section 2.8, *supra*.

7.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

7.4 The Parties did not discuss or agree upon the amount of Service Awards for which Class Representatives can apply, until after the substantive terms of the Settlement had been agreed upon.

8. ATTORNEYS' FEES, COSTS, AND EXPENSES

8.1 Class Counsel will file a motion seeking an award of attorneys' fees of up to 35% (thirty-five percent) of the Settlement Fund (i.e., $437,500), and, additionally, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), not to exceed $30,000, no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, at the same time as the distribution of funds to Class Members, as provided for in Section 2.8, *supra*.

8.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

8.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.

9.4 Defendant reserves the right to challenge or object to Plaintiffs' requested Fee Award and Costs.

9. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

9.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

(a) Defendant and Class Counsel execute this Agreement;

(b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;

(c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

(d) The Court enters the Final Approval Order; and

(e) The Final Approval Order has become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

9.2 Defendant shall have the right to void the Settlement if more than 3% Class Members opt out of the Settlement. Defendant's decision in the preceding sentence shall be made no later than five (5) days after the Settlement Administrator delivers the final opt out list to the Parties. Should Defendant exercise this option, it will not be responsible for payment of any Administrative Expenses incurred. All such Administrative Expenses shall be paid from the Settlement Fund.

9.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party, in its sole discretion, to be exercised within fourteen (14) days after such modification, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

9.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the State Court Lawsuit immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or Entity in support of claims or defenses.

9.5 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiff, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs. After payment from the Settlement Fund of any Administrative Expenses that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall promptly return the balance of the Settlement Fund to Defendant or Defendant's insurers.

10. NO ADMISSION OF WRONGDOING OR LIABILITY

10.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

(a) shall not be offered or received against Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that has been or could have been asserted in the State Court Lawsuit or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the State Court Lawsuit or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendant;

(b) shall not be offered or received against Defendant as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant;

(c) shall not be offered or received against Defendant as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against Defendant as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Defendant have any merit.

11. REPRESENTATIONS

11.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or Entity is necessary for such Party to enter into this Agreement.

12. NOTICE

12.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

John J. Nelson
MILBERG, PLLC
280 S. Beverly Drive
Beverly Hills, CA 90212
jnelson@milberg.com

Daniel Srourian
Srourian Law Firm, P.C.
468 N. Camden Dr.
Suite 200
Beverly Hills, CA 90210
daniel@slfla.com

Marc H. Edelson
EDELSON LECHTZIN LLP
411 S. State Street
Suite N300
Newtown, PA 18940
medelson@edelson-law.com

12.2 All notices to Defendant or Defendant's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Jennifer Lee
Constangy, Brooks, Smith & Prophete, LLP
Laguna Hills Carlota Plaza
23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA 92653
jlee@constangy.com

Counsel for Defendant

12.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

On Q Data Security Incident Litigation
c/o Settlement Administrator
[XXXXXXXXXXXXX]
[XXXXXXX]

12.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

13. MISCELLANEOUS PROVISIONS

13.1 Representation by Counsel. The Class Representatives and Defendant represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

13.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

13.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

13.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

13.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between Parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

13.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

13.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

13.8 Severability. 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.

13.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

13.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

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

13.12 Interpretation.

(a) Definitions apply to the singular and plural forms of each term defined.

(b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

13.13 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

13.14 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

13.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

13.16 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

13.17 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

13.18 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

13.19 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

13.20 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

13.21 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

13.22 Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby fully incorporated in, and made part of, this Agreement.

13.23 Non-Publicity Obligations. Class Counsel, Defendant's Counsel, Plaintiff, Settlement Class, and Defendant agree that, at all times, neither they, nor any employee, partner, or member of their firm/company, nor any of their agents, representatives, or any other affiliated Entity, will announce the existence of or the terms of this Agreement to the media or issue a press release in any way relating to this Agreement. This provision shall not preclude the parties from taking actions designed to effectuate the Notice Plan as provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: 03/11/2026 For Defendant On Q Financial, LLC ____________________ Jennifer Lee John C. Babione **COSTANGY BROOKS SMITH & PROPHETE LLP**	Dated: 03/12/2026 For Plaintiffs and Settling Class Members /s/ ________________ John J. Nelson **MILBERG, PLLC**

Defendant:

Dated: 03-11-2026

Signed by:
Jeff Anderson
FC88B91066DE431...
Jeff Anderson, On Q Financial, LLC

Class Representatives:

Dated: 02-26-26 ______________________

____
Jack Feathers

Dated: ______________________

____
Barbara Squier

Dated: ______________________

____
Brian Eitemiller

Dated: 2/24/2026 ______________________

Signed by:
____
E81E53B620BE466...
Isaiah Castellaw

Class Representatives:

Dated: ______________________ ______________________
Jack Feathers

Dated: 24/02/2026 Barbara Squier
Barbara Squier (Feb 24, 2026 15:58:41 EST)
Barbara Squier

Dated: ______________________ ______________________
Brian Eitemiller

Dated: ______________________ ______________________
Isaiah Castellaw

Class Representatives:

Dated: ______________________ ______________________________
Jack Feathers

Dated: ______________________ ______________________________
Barbara Squier

DocuSigned by:

9D2223B53F3A496...

Dated: 2/27/2026 ______________________________
Brian Eitemiller

Dated: ______________________ ______________________________
Isaiah Castellaw

EXHIBIT A

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0 0 0 0 0 0 0 0 0 0 0 0 0

Your claim must be submitted online or <u>postmarked by</u>: Month XX, 2026

<u>FULL-LENGTH CLAIM FORM</u>

Jack Feathers et al. v. On Q Financial, LLP,
No. CV-2025-037770
Maricopa County Superior Court

<u>GENERAL INSTRUCTIONS</u>

If you received Notice of this Settlement, you have been identified as a Class Member whose Private Information was impacted in the Data Security Incident. You may submit a claim for Settlement Benefits as outlined below. Please refer to the Long Form Notice posted on the Settlement Website www.[website].com for more information.

<u>The Claims Deadline to receive Settlement Benefits is Month XX, 2026.</u>

Claim Forms filed online at www.[website].com must be submitted by no later than 11:59 p.m. ET on the Claims Deadline. This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any necessary supporting documentation, postmarked by the Claims Deadline, to: *Jack Feathers et al. v. On Q Financial, LLP*, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

<u>You may submit a claim for any or all of the following Settlement Benefits:</u>

Check one or both of the box(es) below to select your Settlement Payment option(s).

☐ **Documented Loss Payment**: Up to $5,000 for reimbursement of out-of-pocket losses and expenses as a result of the Data Incident. Documentation must be provided. See Section III for a list of documented losses.

AND/OR

☐ **Alternative Cash Payment**: A cash payment estimated at $50. This payment amount will be determined by the amount of valid claims and may be adjusted on a *pro rata* (proportional) basis. No documentation is required.

Check the box below if you would also like to receive Expanded Identity Theft and Fraud Monitoring Services.

☐ **Expanded Identity Theft and Fraud Monitoring Services**: One (1) year of enrollment in an identity theft and fraud monitoring program with single bureau credit monitoring, offering up to $1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. No documentation is required.

I. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website (www.[website].com) and file your Claim Form online on or before 11:59 p.m. ET on **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

Class Member ID:		
First Name:		Last Name:
Address 1:		
Address 2:		
City:	State:	Zip Code:
Telephone:		Email:

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III. REIMBURSMENT FOR DOCUMENTED LOSSES

Class Members may submit a claim for up to $5,000 for actual out-of-pocket unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident (and time spent dealing with it) and were incurred on or after February 20, 2024. Reasonable Documentation must be provided. Losses include, but are not limited to:

- Long-distance telephone charges.
- Cell phone minutes (if charged by the minute).
- Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).
- Costs of credit reports purchased between February 20, 2024, and Month XX, 2026.
- Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 20, 2024, and the Month XX, 2026, with a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes.
- Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.
- Other Documented Losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

"Reasonable Documentation" means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. If you do not provide sufficient documentation and fail to cure your claim for Documented Loss, it will be deemed to be a claim for an Alternative Cash Payment.

You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this reimbursement.

☐ I have attached documentation showing that the documented expenses listed below were caused by the Data Incident.

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	$50.00	Copy of credit monitoring service bill
	___/___ ___/___ ___ (mm/dd/yy)	$__________._____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$__________._____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$___________._____	

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IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Arizona that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature: ____ Date (MM/DD/YYYY): ________________

Print Name: ____

Reminder:

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the "Contact Us" section of the Settlement Website at www.[website].com and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you to complete your request.

For more information, visit www.[website].com or call the Settlement Administrator toll free at (xxx) xxx-xxxx.

EXHIBIT B

Jack Feathers et al. v. On Q Financial LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

You are eligible for benefits from a class action settlement regarding the On Q Financial Data Security Incident.

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with On Q Financial, LLC (the "Defendant") in a class action lawsuit about a data breach on or around February 20, 2024, that involved unauthorized access to files containing clients' Private Information, including names and Social Security numbers (the "Data Security Incident"). The Defendant denies any wrongdoing.

Am I included? You are receiving this Notice because the Defendant's records show you are included in the Settlement Class. The Settlement Class consists of individuals whose Private Information may have been compromised in the Data Security Incident on or around February 20, 2024.

What does the Settlement provide? If approved by the Court, the Defendant will pay $1,250,000 to resolve the lawsuit. After deducting court-approved attorneys' fees and costs, the Service Award payments, and Settlement administrative expenses, the balance will be used to provide Settlement Benefits. Class Members may file a Claim Form to receive a (i) Documented Loss Payment (up to $5,000 for unreimbursed losses and expenses) and/or (ii) Alternative Cash Payment (estimated at $50, amount to be adjusted based on the number of valid Claim Forms submitted). Class Members may also choose to receive one (1) year of Expanded Identity Theft and Fraud Monitoring (EITFM) Services.

How do I get the Settlement Benefits? You must file a Claim Form online by 11:59 p.m. ET at www.[website].com or use the attached Claim Form and mail it to the address on the form postmarked by **Month XX, 2026**.

What are my other options? If you do nothing, you will not receive any Settlement Benefits, you will remain a member of the Settlement Class and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any Settlement Benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement you must exclude yourself from the Settlement Class (called "opting out"). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Fairness Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

The Court's Final Fairness Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve the Settlement, up to $437,000 in attorneys' fees plus reasonable litigation costs and expenses of up to $30,000 and $2,500 Service Award payments to each of the four Class Representatives. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit www.[website].com for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (xxx) xxx-xxxx for more information.

Pre-Paid
Postage

Jack Feathers et al. v. On Q Financial, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claims must be postmarked no later than **Month XX, 2026**.

Documented Loss Payment: You MUST submit a Claim Form online or use the full Claim Form on the Settlement Website to make a claim for a Documented Loss Payment.

Class Member ID: <<refnum>>
<<firstname>> <<mi>> <<lastname>>
<<address1>> <<address2>> <<City>>,
<<State>> <<Zip>>

If different address from the preprinted data on the left, please print your correct information.

____
Address

____
City State Zip Code

Check the box next to the benefits you are claiming:

You may claim both an Alternative Cash Payment and Expanded Identity Theft and Fraud Monitoring (EITFM) Services.

☐ **Expanded Identity Theft and Fraud Monitoring (EITFM)**: I want to receive one (1) year of EITFM Services.

☐ **Alternative Cash Payment**: I want to receive an Alternative Cash Payment (approx. $50*).
*Final amount to be determined after all valid Claim Forms are submitted.

If you want to receive your payment electronically, you must file your claim online at **www.[website].com**.

Email Address: ____

By signing below, I swear and affirm under the laws of the State of Arizona that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: ______________________________ Date (MM/DD/YYYY): ____________________

EXHIBIT C

<u>NOTICE OF PROPOSED CLASS ACTION SETTLEMENT</u>

Maricopa County Superior Court
Jack Feathers et al. v. On Q Financial, LLC, No. CV2025-037770

Were you notified that your Private Information may have been potentially compromised by a Data Security Incident at On Q Financial? You may be eligible for benefits from a class action settlement.

<u>A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.</u>

- A settlement has been reached with On Q Financial, LLC ("On Q" or "Defendant") in a class action about a data breach on or around February 20, 2024, that allowed unauthorized access to files containing clients' Private Information (the "Data Security Incident"). This Private Information included names and Social Security numbers. The Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.
- You are included in this Settlement as a Class Member if your Private Information may have been compromised in the Data Security Incident on or around February 20, 2024.
- Under the proposed Settlement, the Defendant will pay $1,250,000 into a Settlement Fund to resolve the case. The Settlement Fund will provide Settlement Payments and Expanded Identity Theft and Fraud Monitoring Services for Class Members, as well as Administrative Expenses, the attorneys' Fee Award and Costs, expenses of counsel, and Service Awards.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive Settlement Benefits is to submit a valid and timely Claim Form.	**Month __, 2026**
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any Settlement Benefits.	**Month __, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for Settlement Benefits.	**Month __, 2026**
DO NOTHING	If you do nothing, you will not receive any Settlement Benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

What this Notice Contains

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<u>BASIC INFORMATION</u>

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Jack Feathers et al. v. On Q Financial, LLC*, No. CV2025-037770 pending in the Maricopa County Superior Court. The people who filed this Action are called the "Plaintiffs" and the company they sued, On Q Financial, LLC ("On Q"), is called the "Defendant."

2. What is this Action about?

On or around February 20, 2024, the Defendant received notification that a vulnerability was present in the product of a software and IT management provider and later discovered that a threat actor exploited that vulnerability and accessed files that included clients' Private Information (the "Data Security Incident"). This Private information consisted of clients' names and Social Security numbers. On or around March 29, 2024, the Defendant began notifying potentially impacted individuals about the Data Security Incident. The Plaintiffs allege injuries arising from the Data Security Incident. The Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. The individuals who sue are known as "Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Action, the Class Representatives are Jack Feathers, Barbara Squier, Brian Eitemiller, and Isaiah Castellaw.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and, through the Settlement, Class Members are eligible to claim benefits. The Plaintiffs and their attorneys, who also represent Class Members as "Class Counsel," think the Settlement is best for all Class Members.

<u>WHO IS IN THE SETTLEMENT?</u>

5. Who is included in the Settlement?

The Settlement Class consists of individuals whose Private Information may have been compromised in the Data Security Incident on or around February 20, 2024.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the State Court Lawsuit and members of their immediate families and their staff; (2) the Defendant and its subsidiaries, parent companies, successors, predecessors, and any Entity in which the Defendant, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion by Month XX, 2026; and (4) the successors or assigns of any such excluded natural person.

<u>THE SETTLEMENT BENEFITS</u>

7. What can I get from this Settlement?

Under the proposed Settlement, the Defendant will pay $1,250,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide Settlement Payments and Expanded Identity Theft and Fraud Monitoring (EITFM) Services for Class Members, as well as Administrative Expenses, the attorneys' Fee Award and Costs, expenses of counsel, and Service Awards.

Class Members may choose to receive <u>one or both</u> of the following Settlement Payments:

(1) **Documented Loss Payment**: Reimbursement of up to $5,000 for documented out-of-pocket losses fairly attributable from the Data Security Incident and time spent dealing with it; or

(2) **Alternative Cash Payment**: An alternate cash payment estimated at $50. This payment amount will be determined by the amount of valid claims and may be adjusted on a *pro rata* (proportional) basis.

In addition to the Documented Loss Payment and Alternative Cash Payment, you may also make a claim for one (1) year of **Expanded Identity Theft and Fraud Monitoring (EITFM) Services**.

8. Tell me more about the Documented Loss Payment.

Class Members may submit a claim for up to $5,000 for actual out-of-pocket unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident (and time spent dealing with it) and were incurred on or after February 20, 2024. Reasonable Documentation must be provided. Losses include, but are not limited to:

- Long-distance telephone charges.
- Cell phone minutes (if charged by the minute).
- Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).
- Costs of credit reports purchased between February 20, 2024, and Month XX, 2026.
- Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 20, 2024, and the Month XX, 2026, with a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes.
- Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.
- Other Documented Losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

"Reasonable Documentation" means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. If you do not provide sufficient documentation and fail to cure your claim for Documented Loss, it will be deemed to be a claim for an Alternative Cash Payment.

9. Tell me more about the Alternative Cash Payment.

In addition to the Documented Loss Payment, Class Members may submit a claim to receive an alternative cash payment estimated to be $50. This payment amount may be adjusted on a *pro rata* (proportional) basis depending on the amount of money left in the Settlement Fund after all Administrative Costs, Attorneys' Fees and Costs, Service Awards, and the costs of Approved Claims for EITFM Services and Documented Loss Payments are deducted. No documentation is required for an Alternative Cash Payment.

10. Tell me more about the Expanded Identity Theft and Fraud Monitoring Services.

In addition to the Settlement Payments, all Class Members may also claim a code to enroll in an identity theft and fraud monitoring program with single bureau credit monitoring, lasting one (1) year, and offering up to $1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist.

Class Members who accepted the Defendant's original offer of identity theft and fraud monitoring can receive an additional one (1) year if they claim this benefit. The cost of the Expanded Identity Theft and Fraud Monitoring (but not the Defendant's original offer of monitoring) will be paid from the Settlement Fund. No documentation is required to select this benefit.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant or Released Parties about any of the legal claims this Settlement resolves. The Release section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.[website].com.

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How do I submit a Claim Form to get Settlement Benefits?

To receive Settlement Benefits, you must submit a Claim Form, with any necessary documentation, online by **Month XX, 2026 at 11:59 p.m. ET** at www.[website].com, or by mail, postmarked by **Month XX, 2026**, to:

Jack Feathers et al. v. On Q Financial, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Claim Forms are available on the Settlement Website or by calling (XXX) XXX-XXXX.

13. When will I get my Settlement Benefits?

The short answer is – after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:X0 x.m. MT**, to decide whether to approve the Settlement, the Fee Award and Costs for Class Counsel for representing the Settlement Class, and Service Awards to the four Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court appointed John J. Nelson of Milberg, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Marc Edelson of Edelson Lechtzin LLP as Class Counsel. You will not be charged directly for these lawyers; instead, they will be paid out of the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to thirty-five (35) percent ($437,500) and reasonable litigation expenses and costs of up to $30,000 as well as a $2,500 Service Award payment to each of the four Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Class Members who submit Approved Claims.

EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline to opt out of the Settlement by submitting a "Request for Exclusion" is **Month XX, 2026**.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion that includes:

- Your name, address, telephone number, and Class Member ID number;
- The name of the lawyer representing you (if any);
- A statement indicating that you want to be excluded from the Settlement Class, such as, "I hereby request to be excluded from the proposed Settlement Class in *Jack Feathers et al. v. On Q Financial, LLC*, No. CV2025-037770"; and
- Your physical signature.

All Requests for Exclusion must be emailed to XXX@XXX.com or mailed to the Settlement Administrator at the address below, postmarked on or before, **Month XX, 2026**.

Jack Feathers et al. v. On Q Financial, LLC
c/o Kroll Settlement Administration LLC
ATTN: Request for Exclusion
P.O. Box XXXX
New York, NY 10150-XXXX

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

OBJECT TO THE SETTLEMENT

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

If you are a Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, the request for attorneys' fees and costs, the Service Award payments, the Release provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement. Objections must be submitted in writing and must include:

- Your full name, current mailing address, and telephone number;
- Proof that you are a member of the Settlement Class (*e.g.*, copy of the Settlement Notice, copy of the original notice of the Data Security Incident);
- All factual and legal grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel representing you (if any);
- A list, including case name, court, and docket number, of all other cases in which you and/or your counsel have filed an objection to any proposed class action settlement in the past five (5) years;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- A statement whether you or your counsel will appear at the Final Approval hearing; and
- Your signature (an attorney's signature is not sufficient).

All objections must be filed with the Court on or before, **Month XX, 2026**.

19. What is the difference between objecting and opting out?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. MT**, at the [court, address, city, state, zip code], to decide whether to approve the Settlement, Class Counsel's motion for Attorneys' Fees and Costs, and the Service Awards to the four Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check www.[website].com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Release in the Settlement Agreement and will not be eligible to receive any Settlement Benefits.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[website].com.

If you have additional questions or need to update your address, you may contact the Settlement Administrator toll free at (XXX) XXX-XXXX or by mail at *Jack Feathers et al. v. On Q Financial, LLC,* c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

EXHIBIT D

Michael C. McKay (023354)
MCKAY LAW, LLC
5635 N. Scottsdale Road, Suite 170
Scottsdale, Arizona 85250
Telephone: (480) 681-7000
Facsimile: (480) 348-3999
Email: mmckay@mckaylaw.us

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR MARICOPA COUNTY

JACK FEATHERS; BARBARA SQUIER; BRIAN EITEMILLER; and ISAIAH CASETELLAW, individually and on behalf of all others similarly situated, Plaintiffs, v. On Q Financial, LLC, Defendant.	Case No. CV2025-037770 **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having held a Preliminary Approval Hearing on_____, 2026, at _____.m., and having considered all matters submitted to it at the Preliminary Approval Hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order ("Order") and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiff's Unopposed Motion for Preliminary Approval ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully

herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiffs Jack Feathers, Barbara Squier, Brian Eitemiller and Isaiah Castellaw, individually and on behalf of all others similarly situated ("Plaintiff"), and (c) Defendant On Q Financial ("Defendant" or "On Q") and, together with Plaintiffs, the "Parties".

3. This Order is based on Arizona Rule of Civil Procedure 23 ("Rule 23").

4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to the Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class, pursuant to Rule 23.

CLASS CERTIFICATION

5. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies the class, defined as follows:

> All 211,650 individuals whose Private Information may have been compromised in the Data Security Incident.

The Class specifically excludes: (1) the Judge(s) presiding over this action and members of their immediate families and their staff; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any Entity in which Defendant, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

6. Pursuant to Rule 23(a) and (b)(3), the Court provisionally finds, for settlement purposes only, that: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) the Plaintiffs' claims are typical of the claims of the Class; (d) the Plaintiffs will fairly and adequately protect the interests of the Class;

(e) the questions of law or fact common to the Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

7. In reaching this provisional finding, the Court has considered: (1) the class members' interests in individually controlling the prosecution or defense of separate actions; (2) the extent and nature of any litigation already begun by or against class members; (3) the desirability of concentrating the litigation in this Court; and (4) the attendant difficulties of managing a class action vis-à-vis the superiority of a class action as a method for fairly and efficiently adjudicating the controversy. *See* Ariz. R. Civ. P. 23(b)(3).

CLASS REPRESENTATIVE, CLASS COUNSEL, AND CLAIMS ADMINISTRATOR

8. The Court finds that Plaintiffs Jack Feathers, Barbara Squier, Brian Eitemiller and Isaiah Castellaw will be adequate Class Representatives and hereby appoints them as Class Representatives.

9. Pursuant to Rule 23(g), and upon consideration of the factors in Rule 23(g)(1) and (g)(4), the Court hereby appoints John J. Nelson of Milberg, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Marc Edelson of Edelson Lechtzin LLP as Class Counsel, and finds that they will adequately represent the interests of the Class.

10. The Court appoints Kroll Settlement Administration, LLC ("Kroll") as Settlement Administrator.

NOTICE TO CLASS

11. Notice to the Class and the Costs of Claims Administration in accordance with the Preliminary Approval Order shall be paid from the Settlement Fund. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and service award to the Class Representative, as approved by the Court, shall also be paid from the Settlement Fund.

12. The notice plan in the Settlement Agreement satisfies Rule 23, provides the best notice practicable under the circumstances and adequately notifies Class Members of their rights, and is hereby approved.

13. The Claim Form, Short Notice, and Long Notice, attached as **Exhibits A, B,** and **C**, respectively, to the Settlement Agreement, comply with Rule 23, are constitutionally adequate and are hereby approved. The notice contains all essential elements required to satisfy state statutory requirements and due process under Rule 23, the United States Constitution, the Arizona State Constitution and other applicable laws.

14. Pursuant to Rule 23, the Court further finds that the form, content, and method of providing the direct and publication notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class under the circumstances; (b) are reasonably calculated to apprise Settlement Class Members of the pendency and nature of the action, the definition of the class certified, the class claims, issues, or defenses, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement, that the Court will exclude from the class any member who requests exclusion, the time and manner for requesting such exclusion, and the binding effect of a class judgment on Settlement Class Members; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

15. The Settlement Administrator is directed to carry out notice, including the claims process, as set forth in the Settlement Agreement.

16. Within thirty (30) days after entry of this Order (the "Notice Date"), the Settlement Administrator shall initially disseminate by mail the Settlement Class Notice to all Settlement Class Members in the manner set forth in the Settlement Agreement. Contemporaneously with the mailing, the Settlement Administrator shall cause copies of the Settlement Agreement, Short Notice, Long Notice, and Claim Form, in forms available for download, to be posted on the Settlement Website.

CLAIMS, OPT-OUTS, AND OBJECTIONS

17. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to object.

18. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

19. If the final approval order and judgment ("Final Approval Order and Judgment") is entered, all Settlement Class Members who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the releases therein.

20. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name "*Jack Feathers v. On Q Financial, LLC, Case No. CV2025-037770*"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in "*Jack Feathers v. On Q Financial, LLC, Case No. CV2025-037770*."" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests

for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

21. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Lawsuit the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) state the Class Member's full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be filed with the Court on or before the Objection Deadline, as set forth above.

22. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

23. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order, and the Final Approval Order and Judgment shall be pursuant to appeal under applicable Court rules, including Rule 23(e)(5) and (f), and not through a collateral attack.

FINAL APPROVAL HEARING

24. A Final Fairness Hearing shall be held on ____________ 2026 at the _________________, and so noticed on the Settlement Website. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing either in person or by telephone or videoconference.

25. At the Final Fairness Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant to Rule 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for attorneys' fees and costs should be approved; and (6) the Class Representative's requests for Service Awards should be approved.

26. Class Counsel shall file a motion for attorneys' fees and costs and Class Representative's request for a service award on or before fourteen (14) days prior to the Objection Deadline.

27. Class Counsel shall file a motion for Final Approval and Judgment no later than fourteen (14) days prior to the date of the Final Fairness Hearing.

28. In the event the Settlement is not approved by any court, is terminated for any reason by the Parties or otherwise, is declared null and void, or in the event the Effective Date does not occur, the Parties to the Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted, without prejudice to their rights in the Litigation, to their respective status in the Litigation immediately prior to the execution of the Settlement Agreement, and, except as

otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In addition, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or cited by any Person in support of claims or defenses in the Litigation (except as necessary to explain procedural history).

29. In the event the Settlement is not approved by any court, is terminated for any reason by the Parties or otherwise, is declared null and void, or in the event the Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel shall not be responsible or liable for costs of notice and administration associated with the Settlement or the Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs.

30. In the event the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, the Court's orders, including this Order, shall not be used or construed as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class.

31. This order shall have no continuing force or effect if a final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SETTLEMENT ADMINISTRATION AND DEADLINES

32. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Notice Date	No later than 30 days after entry of the Preliminary Approval Order

Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Date
Deadline for Class Members to Object to Settlement	60 days after the Notice Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the Notice Date commences
Deadline for Plaintiffs to file motion for attorneys' fees, expenses and service award for Class Representative	14 days prior to the Objection Deadline
Deadline for Plaintiffs to file the motion for Final Approval and Judgment	14 days prior to the Final Approval Hearing
Final Fairness Hearing	No earlier than 120 days after the entry of the Preliminary Approval Order

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: ________________

____
The Honorable