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12 *Interim Co-Lead Class Counsel*

13  
14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **IN AND FOR THE COUNTY OF ALAMEDA**

16  
17 **IN RE: PATELCO CREDIT UNION**  
**DATA SECURITY LITIGATION**

Case No. 24CV082095

*Assigned for All Purposes to  
the Hon. Michael Markman*

18  
19 **DECLARATION OF GREGORY**  
**HAROUTUNIAN IN SUPPORT OF**  
20 **PLAINTIFFS' MOTION FOR**  
21 **PRELIMINARY APPROVAL OF CLASS**  
22 **ACTION SETTLEMENT**

23 Date: May 22, 2025  
Time: 10:00 a.m.  
Dept. 23  
24 Reservation No. 249988120730

25 Complaint Filed: July 2, 2024  
26 Trial Date: None

1 I, Gregory Haroutunian, being competent to testify, make the following declaration based on  
2 my personal knowledge, and where stated, upon information and belief, declare:

3 1. I am a principal member of the Complex Litigation Department at the Clayeo C.  
4 Arnold, APC (“Arnold Law Firm”), and am one of the lead attorneys for Plaintiffs in this matter. I  
5 submit this declaration in support of Plaintiffs’ Unopposed Motion For Preliminary Approval of Class  
6 Action Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this  
7 declaration and could testify competently to them if called upon to do so.

8 2. On April 18, 2025, I caused to be submitted for filing the Plaintiffs’ Motion for  
9 Preliminary Approval and its supporting documents, including the Declaration of M. Anderson Berry.

10 3. As part of the Berry Declaration as Exhibit 2 was the Settlement Agreement. That  
11 Settlement Agreement did not include Plaintiff Wily Lee’s signature page. Attached hereto as  
12 **Exhibit 1** is a true and correct copy of the final Settlement Agreement that includes Mr. Lee’s  
13 signature page.

14 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
15 true and correct. Executed this 24th day of April, 2025, in Sacramento, California.

16 /s/ Gregory Haroutunian  
17 Gregory Haroutunian, Esq.

# EXHIBIT 1

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA**

CARL CORDELL, *et al.*,

Plaintiffs,

v.

PATELCO CREDIT UNION, *et al.*

Defendant.

**Case No. 24CV082095**

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”)<sup>1</sup> is entered into between Plaintiffs Anand Chaudhry, Jamie Wallace, Joshua Warren, Carl Cordell, Austin Lawhead, Bradley Tanzman, Darren Van Antwerp, Darrel Adams, Wily Lee, Siobhan Gallagher, Sean McGinity and Daniel Corona (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class, on the one hand, and Defendant Patelco Credit Union (“Defendant” or “Patelco”) on the other hand.

As described herein, this Settlement creates a common fund of \$7,250,000.00, which provides relief to a Settlement Class involving approximately 1 million individuals. The Settlement was reached after extensive, arms-length settlement negotiations, including two mediation sessions.

The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

## **I. Background**

1. Defendant Patelco is a member-owned, not-for-profit financial cooperative based in Dublin, California. Defendant provides a wide range of financial services to its members including checking and savings accounts, loans, credit cards, investment services and insurance plans.

2. In the course of operating its business, Patelco maintains personally identifiable information pertaining to its members. Such information is collectively described as “Private Information” in this Agreement.

3. On June 29, 2024, Defendant discovered a ransomware attack involving unauthorized access to some of its databases. Defendant voluntarily shut down some of its day-to-day banking systems to contain the impact. This included online banking, mobile applications and call centers. Defendant investigated the incident and determined that an unauthorized actor potentially accessed some of its databases that contained certain data elements of Private Information. Following the incident, the disruptions to some of Defendants member services lasted from approximately June 29, 2024 and July 15, 2024. (the “Service Disruption”).

4. The potentially affected Private Information data elements included names, dates of birth, addresses, Social Security numbers, driver’s license numbers and/or email addresses.

5. On or about August 20, 2024, Defendant notified individuals whose information may have been involved, both by direct emails, where emails were available, and by substitute notice as provided under California law. Defendant issued multiple subsequent updates to its members.

6. Plaintiff Carl Cordell filed the first Complaint in this Action on July 2, 2024. Multiple other lawsuits were subsequently filed.

7. On August 30, 2024, the Court ordered the cases consolidated and designated the *Cordell* matter as the lead case. The Court also appointed Scott Edward Cole of Cole & Van Note, M. Anderson Berry of the Clayco C. Arnold, APC and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP as Interim Co-Lead Class Counsel.

8. Plaintiffs filed their Consolidated Class Action Complaint on October 4, 2024.

9. The operative Consolidated Complaint asserts causes of action for (1) Negligence, (2) Breach of Implied Contract, (3) Breach of the Implied Covenant of Good Faith and Fair Dealing, (4) Violations of the Unfair Competition Law, California Business and Professions Code Section 17200, *et seq.*, (5) Violations of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, *et seq.*, and (6) Violations of the California Customer Records Act, Cal. Civ. Code § 1798.80, *et seq.*

10. Throughout the litigation, Class Counsel performed significant research into the root cause of the Data Security Incident, and the effects on class members. Class Counsel performed extensive research on Defendant's business operations, propounded formal and informal discovery to Defendant, received substantial information and documents from Defendant, and fielded request for information from well over 1,000 class members.

11. As the litigation progressed, the Parties engaged in multiple rounds of settlement negotiations. Though cordial and professional, the settlement negotiations were adversarial, arm's-length, and non-collusive in nature.

12. These negotiations included two mediation sessions (on December 19, 2024 and February 24, 2025) facilitated by mediator Jill Sperber, Esq., an experienced data breach mediator. The parties exchanged mediation briefs outlining their positions with respect to liability, damages and settlement-related issues. Although the matter did not resolve at the mediation sessions, each

time Class Counsel obtained a better understanding of the facts and of the Parties' respective positions. The parties accepted a mediator's proposal on March 6, 2025.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. "Action" means the consolidated lawsuit entitled: *Cordell, et al. v. Patelco Credit*

*Union*, Case No. 24CV082095, filed in the Superior Court of the State of California, County of Alameda, inclusive of all other actions previously filed against Defendant.

13. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application made with, within, or alongside the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs.

14. “Cash Payment” means compensation paid to Settlement Class Members who elected either Cash Payment A or Cash Payment B or both.

15. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class Members, who incurred documented losses, may elect under Section V herein.

16. “Cash Payment B” means the Settlement Class Member Benefit consisting of a cash payment, that Settlement Class Members who do not seek a payment for documented losses, may elect under Section V herein.

17. “Claim” means the submission of a Claim online or by mail by a Claimant.

18. “Claim Form” means the proof of claim, substantially in the form attached hereto as Exhibit 3, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19. “Claim Form Deadline” shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment. The Claim Form Deadline shall be seventy-five (75) days following the Notice Date.

20. “Claimant” means a Settlement Class Member who submits a Claim.

21. “Class Counsel” means: Scott Edward Cole of Cole & Van Note, M. Anderson Berry of the Clayco C. Arnold, APC and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP, previously appointed as Interim Co-Lead Class Counsel.

22. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. The Class List shall include the Settlement Class Members’ names, email addresses (if available) postal addresses, and telephone numbers (if available).

23. “Class Representatives” means the Plaintiffs.

24. “Complaint” means the operative Consolidated Class Action Complaint filed in this Court entitled: *Cordell, et al. v. Patelco Credit Union*, Case No. 24CV082095 on October 4, 2024.

25. “Court” means the Superior Court of California, County of Alameda and the Judge(s) assigned to the Action.

26. “Data Security Incident” means the ransomware incident that was discovered by Patelco Credit Union on June 29, 2024, in which unauthorized third parties potentially gained access to Settlement Class Members’ Private Information from Defendant’s systems.

27. “Defendant” means Defendant Patelco Credit Union.

28. “Defendant’s Counsel” means Gilbert S. Keteltas of Baker & Hostetler LLP.

29. “Effective Date” of this Agreement means the last date by which all of the following have occurred: (a) The Parties have executed this Agreement; (b) The Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties’ proposed Final Approval Order; and (c) The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired.

30. “Email Notice” or “Long Form Notice” means the email notice of the Settlement, substantially in the form attached hereto as Exhibit 1, that the Settlement Administrator shall disseminate to the Settlement Class by email to those on the Class List for which Defendant possesses an email address.

31. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order agreed to by the Parties, substantially in the form attached to the Motion for Final Approval and attached hereto as Exhibit 4.

33. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be agreed to by the Parties, is attached hereto as Exhibit 5, and will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of Service Awards to the Class Representatives.

35. “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

36. “Motion for Preliminary Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

37. “Notice” means the Email Notice, Postcard Notice, Settlement Website, and Settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

38. “Notice Date” means the date on which the Settlement Administrator commences the Notice Program, which shall be no later than thirty (30) days after the Court enters the Preliminary Approval Order.

39. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, a Settlement Website, and a Settlement telephone line.

40. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

41. “Objection Period” means the period that begins on the Notice Date, and that ends no later than forty-five (45) days thereafter.

42. “Opt-Out Period” means the period that begins on the Notice Date, and that ends no later than forty-five (45) days thereafter.

43. “Party” means each of the Plaintiffs and the Defendant, and “Parties” means Plaintiffs and Defendant, collectively.

44. “Plaintiffs” means Anand Chaudhry, Jamie Wallace, Joshua Warren, Carl Cordell, Austin Lawhead, Bradley Tanzman, Darren Van Antwerp, Darrel Adams, Wily Lee, Siobhan Gallagher, Sean McGinity and Daniel Corona.

45. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator shall disseminate to the Settlement Class by first-class U.S. mail.

46. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached as an exhibit to the Motion for Preliminary Approval.

47. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

48. “Private Information” means Settlement Class Members’ information that may have been exposed in the Data Security Incident, which may include names, dates of birth, addresses, Social Security numbers, driver’s license numbers and/or email addresses.

49. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

50. “Released Claims” means the claims described in Section XIII of this Agreement.

51. “Released Parties” means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, owners, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is expressly understood that, to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

52. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the

entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

53. “Service Awards” shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

54. “Settlement Administrator” means Angeion Group LLC.

55. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

56. “Settlement Class” means all persons whose Private Information was potentially involved in the Data Security Incident. Excluded from the Settlement Class are (a) all persons who are officers and directors of Defendant, (b) governmental entities, (c) the Judge assigned to evaluate the fairness of the Settlement, the Judge’s immediate family and staff, (d) any individual who timely and validly opts-out of the Settlement, (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the data security incident, or who pleads *nolo contendere* to any such charge, (f) Class Counsel, (g) any person whose Patelco account had a negative balance after August 20, 2024, as a result of

transactions that occurred between June 29, 2024 and July 14, 2024, and who has not brought that account positive or paid the debt to Patelco in full as of the date of this Settlement Agreement, and (h) any person who obtained an Emergency Relief Loan from Patelco to repay a negative account balance resulting from transactions that occurred between June 29, 2024 and July 14, 2024, and who is delinquent in repayment and/or has defaulted on such loan (“Negative Share Members”). Patelco will provide the Settlement Administrator with a list of names of Negative Share Members who are excluded from the Settlement Class under 56(g) and 56(h).

57. “Settlement Class Member” means any member of the Settlement Class.

58. “Settlement Class Member Benefit” means Cash Payment A or Cash Payment B, elected by Settlement Class Members.

59. “Settlement Fund” means the non-reversionary \$7,250,000.00 cash fund that Defendant has agreed to pay under the terms of the Settlement.

60. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Email Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

61. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed by e-signature by a Settlement Class Member personally,

subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific Daylight Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. Negative Share Members excluded from the Settlement Class under paragraph 56(g) and 56(h) cannot submit a valid claim. The Settlement Administrator may require additional information from the Claimant to validate the Claim and prevent fraudulent Claims, including, but not limited to, answers related to questions regarding the validity or legitimacy of the e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

62. No later than thirty (30) days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and a W-9 form), Defendant shall deposit or cause to be deposited into the Escrow Account all costs associated with notifying the Settlement Class, in an amount invoiced by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) to allow the Settlement Administrator to pay Settlement Administration Costs. No later than 30 days after the Effective Date, Defendant shall deposit the remaining portion of the Settlement Fund into the Escrow Account.

63. Under no circumstances shall Defendant be obligated to pay or cause to be paid more than Seven Million, Two Hundred Fifty Thousand Dollars (\$7,250,000.00). No funds shall revert back to Defendant, except in the event this Agreement is voided, cancelled, or terminated, as described in Paragraphs 108-112 of this Agreement.

64. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to

Class Representatives; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

65. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid from the Escrow Account, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, 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, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

66. Other than the payment of the Settlement Fund monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

#### **IV. Certification of the Settlement Class**

67. Plaintiffs shall propose and recommend to the Court that the Settlement Class be

certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Consideration**

68. When submitting a Claim for a Cash Payment, Settlement Class Members must choose either Cash Payment A or Cash Payment B or both. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. **Cash Payment A – Documented Loss Fund.** Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident. These documented losses may include losses related to the alleged appropriation of Settlement Class Members' Private Information and/or losses related to the alleged Service Disruption caused by the Data Security Incident. To receive a documented loss payment from the Documented Loss Fund, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or, if his

or her Claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected and the Settlement Class Member's Claim will be treated as if he or she only elected Cash Payment B (detailed below). To ensure full compensation for Settlement Class Members with document losses before allocation of remaining funds, payments to the Documented Loss Fund Claimants (Cash Payment A) will be given priority over Claimants to the Pour-Over Cash Fund (Cash Payment B, described below) (i.e., the Net Settlement Fund will first be reduced by the aggregate amount of Settlement Class Members making claims to the Documented Loss Fund, with all available remaining funds in the Net Settlement Fund to be, thereafter, allocated among Settlement Class Members seeking compensation under the Pour-Over Cash Fund).

69. **Cash Payment B – Pour-Over Cash Fund.** All Settlement Class Members may elect to receive Cash Payment B. Cash Payment B is a flat cash payment representing a *pro-rata* share of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims. Those Settlement Class Members who were California residents at any time between June 29, 2024 and the end of the Claims period are entitled to receive two shares, with all other Settlement Class Members who elect to receive Cash Payment B being entitled to receive only one share. Each share of Cash Payment B is nominally valued at \$100.00 (subject to *pro-rata* increase/decrease, based upon total Claim submission).

70. **Business Practice Changes** – Plaintiffs have received assurances that Defendant either has undertaken or will undertake specific, reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Security Incident and Defendant's response thereto, and will provide Class Counsel with a confidential declaration, prior to the filing

of Plaintiffs' Motion for Preliminary Approval, detailing the changes and improvements that have been made or are being made to protect class members' Private Information, including providing a valuation of those changes.

**VI. Settlement Approval**

71. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Settlement Approval. The proposed Preliminary Settlement Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

72. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement, and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

73. The Parties agree that, subject to Court approval, Angeion Group LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

74. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

75. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending Long Form Notices and Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that

summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel;

m. Pay any required taxes out of the Settlement Fund; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

76. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

### **VIII. Notice to the Settlement Class**

77. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than twenty (20) days after entry of the Preliminary Approval Order.

78. Within ten (10) days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by email for all Settlement Class Members for whom Defendant possesses an email address. Postcard Notice shall be disseminated via first-class U.S. Mail to the Settlement Class's mailing addresses, to the extent known, for all other Settlement Class Members. Notice shall also be published on the Settlement Website.

79. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form, the Claim Form Deadline, the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

80. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

81. **Opt-Outs** – The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement, and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator and Class Counsel postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by hand by the Settlement Class Member and contain the full name, address, telephone number, and email address (if any), the name and number of the case, the Settlement Class Member's Patelco account number, and include a statement indicating a request to be excluded from the Settlement Class. Requests for exclusion furthermore must be made on an individual basis; "mass," "class," or other purported group opt outs, or opt outs signed by counsel, are not permitted and are not effective. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

82. **Objections** – The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Written objections must be mailed to the Settlement Administrator. For a written objection to be considered by the Court, the objection must be postmarked no later than the last day of the Objection Period, as specified in the Notice. An

objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval to the Settlement by appearing at the Final Approval Hearing and voicing their objection orally.

83. For a written objection to be considered by the Court, the objection must also set forth:

- a. the name of this Litigation (*Cordell, et al. v. Patelco Credit Union Case No. 24CV082095*);
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- e. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
- f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- g. the objector's signature (an attorney's signature is not sufficient).

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

85. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the LexisNexis database that can be utilized for such purpose. No later than twenty (20) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

86. The Settlement Administrator shall mail Postcard Notice to all Settlement Class Members whose email addresses are undeliverable within twenty (20) days of being notified that a Settlement Class Member's email address was undeliverable.

87. The Notice Program shall be completed no later than twenty (20) days before the original date set for the Final Approval Hearing.

**IX. Claim Form Process and Disbursement of Cash Payments**

88. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

89. Both the Postcard and Email Notice will be available in Spanish translation on the Settlement Website.

90. Claim Forms may be submitted online through the Settlement Website established by the Settlement Administrator or by submitting a printed Claim Form via U.S. Mail to the Settlement Administrator at the address specified on the Claim Form.

91. The Settlement Administrator shall collect, review, and address each Claim Form

received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim Form as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

92. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

93. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

94. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise

the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's e-signature. A Claimant shall have until the Claim Form Deadline, or ten (10) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

95. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons:

- a. Failure to fully complete and/or sign the Claim Form;
- b. The Claim Form is fraudulent;
- c. The Claim Form is duplicative of another Claim Form;
- d. The Claimant is not a Settlement Class Member;
- e. The Claimant submitted a timely and valid request to opt out of the

Settlement Class.

f. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

g. Failure to submit a Claim Form by the Claim Form Deadline; and/or

h. The Claim Form otherwise does not comply with the requirements of this Settlement.

96. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have fifteen (15) days after the Claim Form Deadline to approve or reject Claim Forms based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim Form is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

97. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claims and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

98. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

99. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

100. Cash Payments to Settlement Class Members will be made electronically or by paper check. When submitting a Claim, Settlement Class Members shall select the type of payment they wish to receive. Settlement Class Members with Valid Claims shall receive an email reminding them of their payment choice and providing the ability to confirm or change the type of payment they wish to receive. Upon issuance of the email, Settlement Class Members shall have 30 days to change their method of payment. Settlement Class Members who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check will have ninety (90) days to cash or deposit the check.

**X. Final Approval Order and Final Judgment**

101. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than twenty (20) days before the original date set for the Final Approval Hearing. Plaintiffs shall file their Application for Attorneys' Fees, Costs, and Service Awards no later than twenty (20) days before the end of the Objection Period. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards.

102. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Service Awards, Attorneys' Fees and Costs**

103. **Service Awards.** In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each of the Class Representatives in the amount not to exceed \$2,500.00. If approved, the Service Awards shall be paid by the Settlement

Administrator out of the Settlement Fund within ten (10) days of the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund. In the event a former representative plaintiff in this or prior related litigation fails to execute this Agreement, that individual shall thereby forfeit his or her Service Award and Class Counsel will have no obligation to seek a Service Award for any such individual.

104. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to accounts designated by Class Counsel, within thirty-five (35) days of the Effective Date.

105. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

## **XII. Disposition of Residual Funds**

106. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund twenty (20) days following the ninety-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient suggested by Class Counsel and Defendant's Counsel to be approved by the Court (the "*Cy Pres* Recipient"). In accordance with California Code of Civil Procedure § 384, the Court shall set a date when the Parties shall report to the Court the total

amount that was actually paid to the Settlement Class Members. After the report is received, the Court shall amend the Final Judgment to direct the Settlement Administrator to pay the sum of any remaining funds, plus any interest that has accrued thereon, to the *Cy Pres* Recipient.

### **XIII. Releases**

107. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Security Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint or the Action.

108. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

109. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a

portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

110. With respect to the Named Plaintiffs' Released Claims, Plaintiffs shall be deemed to have, and by operation of this Settlement have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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

111. Named Plaintiffs may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with

prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

112. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. Termination of Settlement**

113. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;
- c. The Court has entered the Final Approval Order substantially in the form agreed to by the Parties and attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

114. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

115. Defendant shall have the option to terminate this Agreement if more than 0.5 percent of the Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within then (10) days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

116. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

117. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant and expended by the Settlement Administrator. The Settlement Administrator shall return all remaining amounts in the Settlement Fund to Defendant within twenty-one (21) days of termination.

**XV. Effect of Termination**

118. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of

Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

119. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

120. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that Plaintiffs have standing to bring the Complaint and that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action or any other related proceeding.

121. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in

this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

122. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

123. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

124. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

125. Gender and Plurals. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

126. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

128. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

129. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

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

131. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

132. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

133. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

134. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiffs or Class Counsel:

Scott Edward Cole  
Cole & Van Note  
555 12<sup>th</sup> Street, Ste. 2100  
Oakland, CA 94607  
sec@colevannote.com

M. Anderson Berry  
Clayo C. Arnold  
A Professional Corporation  
865 Howe Avenue

Sacramento, CA 95825  
aberry@justice4you.com

Amber L. Schubert  
Schubert Jonckheer & Kolbe LLP  
2001 Union Street, Suite 200  
San Francisco, CA 94123  
aschubert@sjk.law  
If to Defendant or Defendant's Counsel:

BakerHostetler  
c/o Gilbert S. Keteltas  
1050 Connecticut Avenue, NW  
Suite 1100  
Washington, DC 20036  
gketeltas@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

135. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

136. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

137. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or

she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

138. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

139. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

140. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

141. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

142. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represent and warrant that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendant or any of the Released Parties. Class Counsel further represent and warrant that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

143. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required

by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

*Signature Pages to Follow*

**PLAINTIFFS**

\_\_\_\_\_  
**ANAND CHAUDHRY**

\_\_\_\_\_  
**AUSTIN LAWHEAD**

\_\_\_\_\_  
**JAMIE WALLACE**

\_\_\_\_\_  
**BRADLEY TANZMAN**

\_\_\_\_\_  
**JOSHUA WARREN**

\_\_\_\_\_  
**DARREN VAN ANTWERP**

\_\_\_\_\_  
**CARL CORDELL**

\_\_\_\_\_  
**DARREL ADAMS**

\_\_\_\_\_  
**WILY LEE**

\_\_\_\_\_  
**SIOBHAN GALLAGHER**

\_\_\_\_\_  
**SEAN MCGINITY**

\_\_\_\_\_  
**DANIEL CORONA**

**CLASS COUNSEL**

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**SCOTT EDWARD COLE**  
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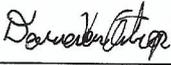
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**PATELCO CREDIT UNION**

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*Erin Mendez*  
By: \_\_\_\_\_  
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Its: President, Chief Executive Officer

**DEFENDANT'S COUNSEL**

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**GILBERT S. KETELTAS**  
**BAKER & HOSTETLER LLP**

**PATELCO CREDIT UNION**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**DEFENDANT'S COUNSEL**

*Gilbert S. Keteltas*

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**GILBERT S. KETELTAS**  
**BAKER & HOSTETLER LLP**

# **EXHIBIT 1**

**If you were notified by Patelco Credit Union about a June 2024 Data Security Incident, you may be entitled to a Cash Payment.**

*Cordell, et al. v. Patelco Credit Union*  
Superior Court of California, County of Alameda  
Case No. 24CV082095

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Patelco Credit Union (“Defendant”) regarding an incident that resulted in an unauthorized user gaining access to Defendant’s systems and discovered by Defendant in June 2024 (the “Data Security Incident”).
- You are a “Class Member” if your personally identifiable information (“PII”) was stored on the platform accessed in the Incident. Defendant mailed and published notice of the Incident to Class Members starting in August 2024. Class Members may also receive notice of this Settlement via direct mail.
- Defendant have agreed to pay \$7,250,000.00 (the “Settlement Fund”) to settle the claims in this case. All Class Members are eligible to receive either (a) payment for documented losses up to \$5,000 or (b) **a Cash Payment of \$100-\$200**, subject to a pro rata adjustment based upon the total number of Valid Claims.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights and Options		Deadline
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment or other benefit. Claims must be submitted by [_, 2025].	<b>[75 days after notice 2025]</b>
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	<b>[45 Days after Notice Deadline], 2025</b>
<b>OBJECT</b>	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	<b>[45 Days after Notice Deadline], 2025</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, Service awards and costs. No settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Michael Markman of Superior Court of California, County of Alameda is overseeing this class action. The case is known as *Cordell et al. v. Patelco Credit Union, Case No. 24CV082095* (the “Litigation”). The people who filed this lawsuit are referred to here as the “Plaintiffs” or “Class Representatives,” and the entity sued, Patelco Credit Union, is referred to here as “Defendant.”

### 2. What is this lawsuit about?

The Litigation arises from a Data Security Incident. On June 29, 2024 Defendant discovered that Private Information had been made accessible to an unauthorized threat actor resulting in the Data Security Incident. Defendant mailed and published notice of the Data Security Incident to Class Members starting in August 2024.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendant denies these and all other claims made in the Litigation. By entering into the Settlement, Defendant is not admitting any wrongdoing.

### 3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

### 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Litigation. The Litigation did not go to trial, and the Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement Benefits made available under the Settlement, because of the risks and uncertainty associated with continued litigation, and because of the nature of the defenses raised by Defendant.

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to *Cordell, et al. v. Patelco Credit Union* Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103**

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your personally identifiable information (“PII”) was potentially involved in the Data Security Incident discovered in June 2024. Defendant previously mailed notice of the Data Security Incident to Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Insert #] or by emailing [Insert email]. Standard data, call and messaging rates apply.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (a) all persons who are officers and directors of Defendant, (b) governmental entities, (c) the Judge assigned to evaluate the fairness of the Settlement, the Judge’s immediate family and staff, (d) any individual who timely and validly opts-out of the Settlement, and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the data security incident, or who pleads *nolo contendere* to any such charge, (f) Class Counsel, (g) any person whose Patelco account had a negative balance after August 20, 2024, as a result of transactions that occurred between June 29, 2024 and July 14, 2024, and who has not brought that account positive or paid the debt to Patelco in full as of the date of this Settlement Agreement, and (h) any person who obtained an Emergency Relief Loan from Patelco to repay a negative account balance resulting from transactions that occurred between June 29, 2024 and July 14, 2024, and who is delinquent in repayment and/or has defaulted on such loan.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [Insert Website] or call the Settlement Administrator’s toll-free number at [Insert #] or by emailing [Insert email].

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

Defendant has agreed to pay \$7,250,000.00 (the “Settlement Fund”) to settle this Litigation. The Settlement Fund will be used to pay benefits to the Class Members who have identifiable and valid mailing addresses, the costs of notice and claims administration, attorneys’ fees and costs, Service Awards to the Plaintiffs and other court approved costs and expenses reasonably contemplated by the settlement.

By submitting a valid and timely claim for the Cash Payment benefit using the Claim Form, you are eligible to receive a Cash Payment (prorated depending upon how many Settlement Class Members have valid Claims). All Class Members who submit a valid Claim are eligible to receive either (a) payment for documented losses up to \$5,000 or (b) a **Cash Payment of \$100-\$200**, subject to a *pro rata* adjustment based upon the total number of valid Claims.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. Do I need to submit a claim?

If you would like to receive an award under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to Cordell, et al. v. Patelco Credit Union Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103**

to exclude yourself. If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 20 below for instructions on how to submit an objection.

### 10. How do I submit a claim for the cash payment?

To receive a Cash Payment you must submit a valid and timely Claim Form to the Settlement Administrator by **[75 Days after Notice Date, 2025]**. You will need your name, address, and/or Defendant number, if applicable, to file a Claim Form.

Claim forms can be submitted by mail or online at **[Insert Website]**. If by mail, the Claim Form must be **postmarked** by **[75 Days after Notice Date, 2025]**. You may request a Claim Form be mailed to you by calling **[Insert #]** or by writing to:

*Cordell, et al. v. Patelco Credit Union Settlement*  
c/o Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

### 11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

### 12. What are the Released Claims?

The Settlement Agreement in Section XIII describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at **[Insert Website]**, in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

### 13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a claim form or after you received the Postcard Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **[Insert #]**, by emailing **[Insert email]**, or by writing to:

*Cordell, et al. v. Patelco Credit Union Settlement*  
c/o Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

### 14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid claim form, payment will be provided by the

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to *Cordell, et al. v. Patelco Credit Union Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103***

Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check **[Insert Website]** or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607 M. Anderson Berry of Clayco C. Arnold A Professional Corporation, 865 Howe Avenue, Sacramento, CA 95825 and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP, 2001 Union Street, Suite 200 San Francisco, CA 94123 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

### 16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 35% of the Settlement Fund, plus reasonable costs of this Litigation to Class Counsel. They will also ask the Court to approve Service awards of \$2,500 to the Plaintiffs for their service to this Litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the Service Awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at **[Insert Website]** before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

### 17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, the name and number of the case, your Patelco account number, and clearly state that you wish to be excluded from the Settlement.

The opt-out request must be **postmarked by the United State Postal Service** and sent to the Settlement Administrator at the following address by **[45 days after Notice Date], 2025:**

*Cordell, et al. v. Patelco Credit Union Settlement*  
c/o Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

You cannot exclude yourself by telephone.

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to *Cordell, et al. v. Patelco Credit Union Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103***

### 18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a claim form.

### 19. If I do not opt out, can I sue the Defendants for the same thing later?

No. Unless you opt-out, you give up any right to sue the Defendant and Released Parties for the claims this Settlement resolves and releases relating to Incident. You must opt-out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

### 20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and Service Awards. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than **[45 days after Notice Date], 2025**, stating you object to the Settlement. The objection must include all the following additional information:

- 1) Your full name, current address, current telephone number, and email address (if any);
- 2) The case name and number— *Cordell et al. v. Patelco Credit Union, Case No. 24CV082095* (Superior Court of California, County of Alameda);
- 3) The specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- 4) The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
- 6) statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- 7) The objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be emailed or mailed, postmarked by the United State Postal Service no later than **[45 days after Notice Date], 2025** to the Settlement Administrator at the following address:

*Cordell, et al. v. Patelco Credit Union* Settlement  
c/o Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

Any Settlement Class Member who fails to comply with the requirements for objecting in Section VIII of the Settlement Agreement will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the litigation.

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to *Cordell, et al. v. Patelco Credit Union* Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103**

## 21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service awards, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

### 22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **[insert] 2025, at [time]** before Judge Michael Markman at the Superior Court of California, County of Alameda, Department 23.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at **[Insert Website]**.

### 23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

### 24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you should follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the Released Parties about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Data Security Incident.

## GETTING MORE INFORMATION

### 26. 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 **[Insert Website]**, by calling **[Insert #]** or by writing to:

*Cordell, et al. v. Patelco Credit Union Settlement*  
c/o Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. To view the Register of Actions, go to the “Search” tab at the top of the page, then select the “Search by Case Number” enter the case number, select “Search” and click the link to the case name. You will see the Register of Actions and more.

**PLEASE DO NOT TELEPHONE THE COURT OR ITS  
CLERK’S OFFICE REGARDING THIS NOTICE.  
CONTACT ANGEION GROUP, (215) 563-4116.**

**Questions? Go to [Insert Website], call [insert], email [insert@email], or write to *Cordell, et al. v. Patelco Credit Union Settlement c/o Angeion Group 1650 Arch Street, Suite 2210 Philadelphia, PA 19103***

# **EXHIBIT 2**

**You are receiving this notice because you are a Class Member of a class action settlement and you are entitled to a CASH payment. To submit a claim, please visit [insert website] or contact the Settlement Administrator by mail or by email at [insert email].**

A settlement has been reached in a class action lawsuit against Patelco Credit Union (“Defendant”) regarding a Data Security Incident that resulted in an unauthorized user gaining access to patient private information (the “Data Security Incident”). You are a “Class Member” if your personally identifiable information was potentially compromised in the Data Security Incident. Defendant provided notice of the Data Security Incident to Class Members starting in August 2024.

Under the \$7,250,00000 Settlement, Class Members who submit a valid claim may receive either (a) payment for documented losses up to \$5,000 or (b) **a flat Cash Payment of \$100-\$200 (subject to a pro rata adjustment)**. If you do not want to be legally bound by the Settlement, you must exclude yourself by **[45 days after Notice Date], 2025**. If you stay in the Settlement, you may object to it by **[45 days after Notice Date], 2025**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the settlement website below for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **[insert], 2025**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s application for attorneys’ fees and expenses, and the Service Awards to the Plaintiffs who served as Class Representatives. The Court will consider any objections and may listen to those who have asked to speak. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

This notice is merely a summary. **A summary of your rights under the Settlement and instructions for how to exclude yourself or object to the Settlement are available at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) or by contacting the Settlement Administrator.**

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. To view the Register of Actions, go to the “Search” tab at the top of the page, then select the “Search by Case Number” enter the case number, select “Search” and click the link to the case name. You will see the Register of Actions and more.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLACE  
STAMP  
HERE

[Insert]

**If you were notified by Patelco Credit Union on or about June-August 2024 Data Security Incident, you may be entitled to a Cash Payment from a class action settlement.**

*Cordell, et al. v. Patelco Credit Union  
c/o Angeion Group*

ELECTRONIC SERVICE REQUESTED

PRESORTED First Class US Postage PAID PBPS
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ID: «ID»  
«Name»  
«Address1» «Address2»  
«City», «State» «Zip»

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## CHANGE OF ADDRESS FORM

Please provide your correct name and current address (if different) here and return the postcard.

*THIS SUBMISSION IS ONLY FOR AN ADDRESS UPDATE. IT DOES NOT CONSTITUTE A SUBMISSION OF A CLAIM.*

ID: «ID»  
Former Name \_\_\_\_\_  
New Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

# **EXHIBIT 3**

***Cordell, et al. v. Patelco Credit Union***  
**Superior Court of California, County of Alameda**  
**Case No. 24CV082095**

**CLAIM FORM**

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] OR POSTMARKED BY NO LATER THAN [INSERT DATE, 2025].**

**ATTENTION:** Use this Claim Form to apply for relief related to the Data Security Incident that was discovered by Defendant Patelco Credit Union (“Defendants”) in June 2024. Defendants mailed and published notice of the Data Security Incident to Class Members starting in August 2024.

To submit a Claim, you must have been identified as a potential Settlement Class Member from Defendants business records and received Notice of this Settlement with a **unique Claim Number**.

You may apply to be reimbursed for your Documented Losses, up to \$5,000.00. **PLEASE BE ADVISED** that any documentation you provide must be submitted **WITH** this Claim Form. In the alternative to seeking reimbursement for your Documented Losses, you may simply make a claim for a cash payment of \$100-\$200, subject to a *pro rata* adjustment.

**CLAIM VERIFICATION:** All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.

**ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement website at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) for additional information or call [INSERT PHONE NUMBER].

**PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.**

**Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.**

**REGISTRATION**

First Name:

MI:

Last Name:

Mailing Address:

City:

State:

ZIP Code:

Telephone Number:

 -  - 

Email Address:

**Please provide the Claim Number identified in the notice that was e-mailed to you:**

--	--	--	--	--	--	--

**Instructions.** Please follow the instructions below and answer the questions as instructed.

**CLAIM INFORMATION**

**Section I. Confirm Your Eligibility**

**Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?**

Yes  No

*If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.*

**Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data Security Incident remedying the issues related to the Data Security Incident? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc. as a direct result of or attributed to the Data Security Incident?**

Yes  No

*If yes, you may be eligible to fill out **Section 2** of this form and provide corroborating documentation.*

## **Section II. Cash Payment A: Reimbursement for Documented Losses**

If you suffered verifiable financial losses that are reasonably traceable to the Data Security Incident, you may be eligible to receive a payment to compensate you for the losses and inconveniences suffered that are fairly traceable to the Data Security Incident.

If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented losses of up to **\$5,000.00**. Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information in the claim form that describes efforts spent remedying suspected identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Security Incident. Examples of what can be used to account for your losses related to remedying issues related to the Data Security Incident include: documents related to monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.

Providing adequate proof of your losses does not guaranty that you will be entitled to receive the full amount claimed. All Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your Claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Payment for your losses will be paid directly to you electronically, unless you request to be paid by check as indicated below.

For each loss that you believe can be traced to the Data Security Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at **www.cptgroupcaseinfo.com/[insert]** and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at **www.cptgroupcaseinfo.com/[insert]**. With the exception of your name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendants in this action. Please do not directly communicate with Defendants regarding this matter. All inquiries are to be sent to the Claims Administrator.

*Examples of such losses include payments for identity theft protection or credit monitoring you made which are reasonably traceable to the Data Security Incident, financial losses due to stolen identity traceable to the Data Security Incident, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was the result of the Data Security Incident.*

*Examples of documentation include receipts for identity theft protection services, etc.*

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Identity Theft Protection Service	07 - 17 - 24 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	01 - 31 - 25 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
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	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	
	MM - DD - YY	\$ [ ] [ ] [ ] [ ] - [ ] [ ]	

**Section III. Cash Payment B: Flat Cash Payment**

In the alternative to compensation for Documented Losses, Settlement Class Members may simply make a claim for a cash payment of \$100-\$200. This payment is subject to *pro rata* adjustment.

By checking the below box, I choose a cash payment in the alternative to compensation for Documented Losses.

**Yes, I choose a cash payment in the alternative to compensation for Documented Losses.**

**Section IV. Payment**

You will receive payment for your losses under this Settlement electronically. If you do not wish to receive an electronic payment, payment for your losses will be paid in the form of a check sent to the mailing address you provided above.

Please check the box if you **do not** want to receive your payment electronically:

If you wish to receive an electronic payment, you may receive it in the following manners:

[Settlement Administrator to provide for electronic payment manners and instructions]

**Section VI. Settlement Class Member Affirmation**

By submitting this Claim Form and checking the box below, I declare that I received notification from Patelco Credit Union that I have been identified as a potential Settlement Class Member. As I have submitted claims of losses due to the Data Security Incident, I declare that I suffered these losses.

I understand that my Claim and the information provided above will be subject to verification.

I also understand that I may not be entitled to recover under this Settlement if I am employed by and/or affiliated with the Judge presiding over this action, and/or am employed by the Defendants or anyone acting on their behalf.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

**Yes, I understand that my failure to check this box may render my Claim null and void.**

Please include your name in both the Signature and Printed Name fields below.

Signature:

Date:   -   -    
MM DD YY

Printed Name:

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [Insert Website] NO LATER THAN [75 days after Notice Date], 2025.**

# **EXHIBIT 4**

1 Scott Edward Cole, Esq. (SBN 160744)  
Alicyn B. Whitley, Esq. (SBN 325927)  
2 **COLE & VAN NOTE**  
555 12<sup>th</sup> Street, Suite 2100  
3 Oakland, California 94607  
Telephone: (510) 891-9800  
4 Facsimile: (510) 891-7030  
Email: sec@colevannote.com  
5 Email: abw@colevannote.com

6 M. Anderson Berry, Esq. (SBN 262879)  
Gregory Haroutunian, Esq. (SBN 330263)  
7 **CLAYEO C. ARNOLD**  
**A PROFESSIONAL CORPORATION**  
8 865 Howe Avenue  
Sacramento, CA 95825  
9 Telephone: (916) 239-4778  
Facsimile: (916) 924-1829  
10 Email: aberry@justice4you.com  
Email: gharoutunian@justice4you.com

Robert C. Schubert, Esq. (SBN 62684)  
Amber L. Schubert, Esq. (SBN 278696)  
**SCHUBERT JONCKHEER & KOLBE LLP**  
2001 Union Street, Suite 200  
San Francisco, CA 94123  
Telephone: (415) 788-4220  
Facsimile: (415) 788-0161  
Email: rschubert@sjk.law  
Email: aschubert@sjk.law

11 *Interim Co-Lead Class Counsel*

12  
13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 IN RE: PATELCO CREDIT UNION  
16 DATA SECURITY LITIGATION

Case No. 24CV082095

**CLASS ACTION**

**[PROPOSED] ORDER AND JUDGMENT:**

- 17  
18  
19 (1) **GRANTING FINAL APPROVAL OF CLASS**  
**ACTION SETTLEMENT;**  
20 (2) **AWARDING ATTORNEYS' FEES AND**  
**COSTS TO CLASS COUNSEL;**  
21 (3) **AWARDING A SERVICE AWARD TO THE**  
**REPRESENTATIVE PLAINTIFFS; AND**  
22 (4) **AWARDING REIMBURSEMENT OF**  
**SETTLEMENT ADMINISTRATION COSTS**

23 Date: \_\_\_\_\_, 2025

24 Time: \_\_\_\_\_ a.m.

25 Dept.: 23

26 Judge: Hon. Michael M. Markman

27 Complaint Filed: July 3, 2024

28 Trial Date: None Set

1 This matter came before the Superior Court of the State of California, in and for the County  
2 of Alameda, Department 23, at \_\_\_\_\_ a.m. on \_\_\_\_\_, 2025, with Scott Edward  
3 Cole of Cole & Van Note, M. Anderson Berry of Clayeo C. Arnold, A Professional Corporation  
4 and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP appearing as counsel for  
5 Representative Plaintiffs Anand Chaudhry, Jamie Wallace, Joshua Warren, Carl Cordell, Austin  
6 Lawhead, Bradley Tanzman, Darren Van Antwerp, Darrel Adams, Wily Lee, Siobhan Gallagher,  
7 Sean McGinity and Daniel Corona (collectively, “Plaintiffs”) individually, and on behalf of the  
8 Settlement Class. Gilbert S. Keteltas of Baker Hostetler LLP appeared for Defendant Patelco  
9 Credit Union (“Defendant”). The Court, having carefully considered the briefs, argument of  
10 counsel and all matters presented to the Court and good cause appearing, hereby **GRANTS**  
11 Plaintiffs’ Motion for Final Approval of Class Action Settlement.

12 **FINDINGS**

13 Based on the oral and written argument and evidence presented in connection with the  
14 Motion, the Court makes the following findings:

15 1. All terms used herein shall have the same meaning as defined in the proposed Settlement  
16 Agreement (“Agreement”).

17 2. This Court has jurisdiction over the subject matter of the above-captioned litigation and  
18 over all parties to this litigation, including the Settlement Class.

19 **Preliminary Approval of the Settlement**

20 3. On \_\_\_\_\_, 2025 this Court granted preliminary approval of a class-wide  
21 settlement. At this same time, the Court approved certification of a provisional Settlement Class  
22 for settlement purposes only.

23 **Notice to the Plaintiff Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first  
25 class mail to the Settlement Class Members at their last known addresses on or about  
26 \_\_\_\_\_, 2025. Mailing the Class Notice to their last known addresses was the best notice  
27 practicable under the circumstances and reasonably calculated to communicate actual notice of the  
28 litigation and the proposed settlement to the Settlement Class.

1 5. The deadline for opting out or objecting has passed and there are no Settlement Class  
2 Members who have done so. There was an adequate interval between mailing of the Notice and  
3 the deadline to permit Settlement Class Members to choose what to do and act on their decision.

4 **Fairness of the Settlement**

5 6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48  
6 Cal.App.4th 1794, 1801 (1996).

7 7. There has been no collusion between the parties in reaching the proposed settlement.

8 8. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel  
9 to act intelligently.

10 9. Counsel for both parties have experience in similar data breach class action litigation. All  
11 counsel recommended approval of the Agreement.

12 10. The consideration to be given to the Settlement Class Members under the terms of the  
13 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
14 asserted in this action and is fair, reasonable, and adequate compensation for the release of  
15 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays  
16 which would ensue from continued prosecution of the action.

17 11. The proposed Agreement is approved as fair, adequate, reasonable and in the best interests  
18 of Settlement Class Members.

19 **Attorneys' Fees and Costs**

20 12. The Agreement provides for (and Class Counsel seeks) an award of \$ \_\_\_\_\_  
21 to Class Counsel as attorneys' fees, plus \$ \_\_\_\_\_ for reasonable expenses in this action.

22 13. The award of attorneys' fees and reimbursement of litigation expenses are reasonable, in  
23 light of the contingent nature of Class Counsel's fees, the substantial amount of work actually  
24 performed such that Class Counsel will not receive a windfall incommensurate with the time and  
25 effort dedicated to the case, the risks assumed, the results achieved by Class Counsel, and due to  
26 the significant amount of work Class Counsel anticipates post-final approval of the settlement.

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**Service Award**

14. The Agreement provides for a Service Award of up to \$2,500 for each of the Representative Plaintiffs subject to the Court’s approval. The Court finds these Service Awards reasonable considering the risks and burdens undertaken by Representative Plaintiffs in this action and for their time and effort in bringing and prosecuting this matter on behalf of the Settlement Class.

**Reimbursement of Settlement Administration Costs**

15. The Agreement provides for reimbursement of Angeion Group’s Settlement administration of \$\_\_\_\_\_, subject to the Court’s approval. The Court finds this Reimbursement reasonable considering the work required to send the Notice, process settlement payments, establish and update a settlement website and communicate extensively with Class Members and Class Counsel.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class is hereby defined as: “All individuals whose Personal Information was potentially involved in the Data Security Incident the Security Incident.” Excluded from the Settlement Class are (a) all persons who are officers and directors of Defendant, (b) governmental entities, (c) the Judge assigned to evaluate the fairness of the Settlement, the Judge’s immediate family and staff, (d) any individual who timely and validly opts-out of the Settlement, and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the data security incident, or who pleads *nolo contendere* to any such charge, (f) Class Counsel, (g) any person whose Patelco account had a negative balance after August 20, 2024, as a result of transactions that occurred between June 29, 2024 and July 14, 2024, and who has not brought that account positive or paid the debt to Patelco in full as of the date of this Settlement Agreement, and (h) any person who obtained an Emergency Relief Loan from Patelco to repay a negative account balance resulting from transactions that occurred between June 29, 2024 and July 14, 2024, and who is delinquent in repayment and/or has defaulted on such loan.

2. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class.

1 3. Class Counsel are awarded attorneys' fees in the amount of \$\_\_\_\_\_ and  
2 \$\_\_\_\_\_ for reasonable expenses. Class Counsel shall not seek or obtain any other  
3 compensation or reimbursement from Defendant, Plaintiffs, or members of the Settlement Class.

4 4. Plaintiffs Anand Chaudhry, Jamie Wallace, Joshua Warren, Carl Cordell, Austin Lawhead,  
5 Bradley Tanzman, Darren Van Antwerp, Darrel Adams, Wily Lee, Siobhan Gallagher, Sean  
6 McGinity and Daniel Corona are each awarded a Service Award of \$2,500.

7 5. Angeion Group shall be reimbursed up to \$\_\_\_\_\_ for Settlement Administration  
8 Costs.

9 6. A Final Judgment in this action is hereby entered and this shall constitute a Judgment for  
10 purposes of California Rules of Court, Rule 3.769(h).

11 7. This Final Judgment shall bind each Settlement Class Member and shall operate as a full  
12 release and discharge of the Released Claims against the Released Parties. All rights to appeal the  
13 Final Judgment have been waived. This Final Judgment and Final Approval Order shall have *res*  
14 *judicata* effect and bar all Settlement Class Members from bringing any action asserting Settlement  
15 Class Members' Released Claims under the Agreement.

16 8. The Agreement and Settlement are not an admission by Defendant, nor is this Final  
17 Approval Order a finding, of the validity of any claims in this action or of any wrongdoing by  
18 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any  
19 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
20 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
21 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
22 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
23 an admission or concession with regard to the denials or defenses by Defendant and shall not be  
24 offered in evidence in any action or proceeding against Defendant in any court, administrative  
25 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
26 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.  
27 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other  
28 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers

1 and records on file in the case as evidence of the Settlement to support a defense of *res judicata*,  
2 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
3 Released Claims. Nothing set forth in this Order shall be construed to modify the absolute  
4 obligation of the Representative Plaintiff to dismiss with prejudice, upon payment of the settlement  
5 amount set forth in the Agreement, all her claims set forth in this Action.

6 9. Notice of entry of this Final Approval Order and Final Judgment shall be given to Class  
7 Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary to send  
8 notice of entry of this Final Approval Order and Final Judgment to individual Settlement Class  
9 Members, which shall be posted on the settlement website. The time for any appeal shall run from  
10 service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel on  
11 Defendant.

12 10. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to construe,  
13 interpret, implement and enforce the Agreement and this Judgment, to hear and resolve any  
14 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
15 arising from or in connection with the distribution of settlement benefits.

16 11. In the event the Settlement does not become final and effective in accordance with the  
17 terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become  
18 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered  
19 in connection herewith shall be rendered null and void and shall be vacated.

20 12. A Compliance Hearing is hereby set for \_\_\_\_\_ a.m./p.m., on \_\_\_\_\_, 2025  
21 in Department 23 of this Court. At least ten (10) court days before the Compliance Hearing, Class  
22 Counsel shall submit a Case Management Conference Statement, accompanied by a Declaration  
23 from the Claims Administrator (including a summary accounting identifying the distributions  
24 made, the number and value of any uncashed checks, the status of any unresolved issues, and any  
25 other matters appropriate to evaluate the effectiveness and completeness of the distribution).

26 **IT IS SO ORDERED.**

27 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
HON. MICHAEL M. MARKMAN  
JUDGE OF THE SUPERIOR COURT

28