

EXHIBIT A

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This amended and restated Settlement Agreement¹ is entered into between Randell Huff, Megan Murillo, Melissa Thomas, Monique Derr, and Paola Manzo (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and the Settlement Class, and Pawn America Minnesota, LLC (“Pawn America”), Payday America, Inc. (“Payday America”), and PAL Card Minnesota, LLC (“PAL Card,” and collectively with Pawn America and Payday America, “Defendants”), as of the date last signed below. Plaintiffs and Defendants are known collectively as the “Parties.” The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

The Parties originally entered into a Settlement Agreement in August 2025 and submitted to the Court in the Action as ECF Doc. 154-1. After a conference with the Court on September 10, 2025, the Parties and their attorneys elected to enter into this amended Settlement Agreement to address the subjects raised by the Court during the conference. The parties intend this Amended Settlement Agreement to wholly replace the previously executed Settlement Agreement.

I. Procedural History

1. Pawn America owns and operates pawn stores in Minnesota and Wisconsin. Payday America formerly operated a short-term loan business. PAL Card formerly marketed, distributed and supported the administration of prepaid debit cards. During the normal operations of those businesses, Defendants collect and maintain the Private Information of its customers.

2. On or about September 28, 2021, Defendants began experiencing outages and thereafter discovered that they been subject to a ransomware attack on their computer network and systems. Within a week, Defendants became aware that private information of its clients and

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

customers, information that included Social Security numbers; driver's license numbers; passport numbers; government identification numbers; dates of birth; and financial account information (collectively "Private Information" or "PII") had been subject to unauthorized access.

3. Defendants began sending notices to those whose PII was subject to unauthorized access on or around November 19, 2021.

4. The first Complaint was filed in the federal court for the District of Minnesota, *Melissa Thomas v. Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC*, No. 21-cv-02554 (PJS/HB) on November 23, 2021, and thereafter, Defendants were named in three additional putative class actions that were materially and substantively identical, that had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

5. The three putative class action complaints were consolidated into a single action, including all Defendants, and the Court appointed Bryan Bleichner and Nathan Prosser as Interim Co-Lead Counsel.

6. A Consolidated Class Action Complaint ("Complaint") was filed on January 7, 2022.

7. The Parties engaged in substantial litigation, including contested motion practice and an appeal to the Eighth Circuit Court of Appeals.

8. The Parties mediated on March 10, 2025, and made substantial progress towards a settlement with a final term sheet being agreed upon on June 27, 2025.

9. Since the date of the Data Incident, Defendants have implemented certain cybersecurity business practice improvements. Defendants have implemented various technical, administrative, and physical security improvements, including new and additional hardware and

software security tools. Defendants incurred substantial one-time and ongoing costs associated with such improvements. The costs associated with such data security measures have been paid by Defendants separate and apart from the Settlement Fund.

10. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have 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 their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. 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 asserted 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, Defendants, and all Settlement Class Members.

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

II. Definitions

11. “**Action**” means the class action lawsuit in this Court entitled: *In re Pawn America Consumer Data Breach Litig.*, Case No. 21-cv-02554.

12. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement entered into by the Plaintiffs and Defendants, including all exhibits.

13. “**California Settlement Subclass Member**” means all Settlement Class members who were residing in California in September or October of 2021.

14. “**California Cash Payment**” means a cash payment to each California Settlement Subclass Member who makes a Valid Claim pursuant to Section V herein, which payment is initially valued at \$50.00 and subject to upward or downward proportional adjustment in accordance with Paragraphs 68(b) and 68(c) herein.

15. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Payments.

16. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator. A condensed version of the Claim Form may appear on the Postcard Notice for convenience but shall contain the same options and information required to submit a Valid Claim.

18. “**Claim Form Deadline**” shall be 90 days following the earliest day on which the Notice is first distributed and is 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 Settlement Payment.

19. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

20. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

21. “**Class Counsel**” means Bryan L. Bleichner of Chestnut Cambronne P.A. and Nathan D. Prosser of Hellmuth & Johnson PLLC.

22. “**Class List**” means a list of Settlement Class members’ names, postal addresses and email addresses (if available) that Defendants shall prepare and provide to the Settlement Administrator within 5 days of Preliminary Approval.

23. “**Class Representatives**” means Randell Huff, Megan Murillo, Melissa Thomas, Monique Derr, and Paola Manzo.

24. “**Classwide Cash Payment**” means a cash payment to each Settlement Class Member who makes a Valid Claim pursuant to Section V herein, which payment is initially valued at \$30.00, and subject to upward or downward proportional adjustment in accordance with Paragraphs 68(b) and 68(c) herein.

25. “**Court**” means the United States District Court for the District of Minnesota and the Judge(s) assigned to the Action.

26. “**Data Incident**” means the cybersecurity incident that commenced on or about September 28, 2021, and which was initially discovered on or about October 3, 2021, involving the Defendants, and resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

27. “**Defendants’ Counsel**” means Thomas Hayde and Shawn Tuma of Spencer Fane LLP.

28. **“Distribution Pool”** means the amount of the Settlement Fund following payment of Service Awards, attorneys’ fees and costs, and Settlement Administration Costs.

29. **“Documented Losses”** means out-of-pocket expenses or other losses incurred by a Settlement Class Member that are reasonably traceable to the Data Incident and that are supported by documentation submitted in accordance with this Agreement and the Claim Form. Documented Losses may include, without limitation: unreimbursed losses relating to fraud or identity theft; instances of verified fraud, such as fraudulent bank or credit-card charges, fraudulent tax filings, or fraudulent opening or closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using the Class Member’s information resulting from the Data Incident; professional fees, such as attorneys’, accountants’, or credit-repair services; costs associated with freezing or unfreezing credit with any credit-reporting agency; credit-monitoring costs incurred on or after the Data Incident through the date of claim submission; transportation or parking expenses (including fuel) for trips to a financial institution to address fraudulent charges or obtain replacement payment cards; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

30. **“Documented Loss Payment”** means a cash payment that a Settlement Class Member receives by submitting a Valid Claim pursuant to Section V of this Agreement, which payment is initially valued at the amount of the Class Member’s verified Documented Losses, up to a maximum of five thousand dollars (\$5,000), and subject to downward proportional adjustment in accordance with Paragraph 68(b) if the Total Amount of Valid Claims exceeds the Distribution Pool.

31. “**Effective Date**” means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 60 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, distributed to Settlement Class Members for which email addresses are provided by Defendants.

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

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

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

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. 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 Service Awards to the Class Representatives.

37. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

38. “**Motion for Attorneys’ Fees, Costs, and Service Awards**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval for attorneys’ fees, costs and expenses, and Class Representatives’ Service Awards.

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

40. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. “**Notice**” means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice.

43. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim.

44. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

45. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

46. **“Party”** means each of the Plaintiffs and Defendants, and **“Parties”** means Plaintiffs and Defendants, collectively.

47. **“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 Settlement Class Members by mail.

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

49. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

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

50. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

51. **“Released Parties”** means Defendants and each entity which is controlled by, controlling or under common control with Defendants, and their past, present, and future direct

and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

52. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

53. **“Residual Funds”** means any funds that remain in the Settlement Fund after payment of attorneys’ fees and costs, Settlement Administration Costs, Service Awards, and after all Settlement Payments for Valid Claims have been distributed and the time for redeeming Settlement Payments has expired. The determination of whether redistribution of the Residual Funds is economically feasible, and the disposition of such funds, shall be made in accordance with Section XIV, Paragraph 102.

54. **“Service Awards”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Payment due to Plaintiffs as Settlement Class Members.

55. **“Settlement Administrator”** means Verita Global, LLC.

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

57. **“Settlement Class”** means all natural persons residing in the United States at the time of the Data Incident whose Private Information was potentially compromised in the Data Incident, including persons who received notification of the Data Incident from Defendants.

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

58. **"Settlement Class Member"** means any member of the Settlement Class, including California Settlement Subclass Members, who has not opted-out of the Settlement.

59. **"Settlement Fund"** means the non-reversionary \$3,185,000.00 in cash that Defendants are obligated to fund under the terms of the Settlement.

60. **"Settlement Payment"** means any payment made to Settlement Class Member in the form of a Documented Loss Payment, Classwide Cash Payment, or California Cash Payment.

61. **"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, Long Form Notice, Claim Form, Motion for Attorneys' Fees, Costs, and Service Awards, Motion for Final Approval, 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 at least six months following Final Approval.

62. **"Total Amount of Valid Claims"** means the aggregate dollar amount of all California Cash Payments, Classwide Cash Payments, and Documents Loss Payments that the Settlement Administrator determines to be valid and approved for payment under this Agreement, calculated before any proportional adjustment is applied to increase or decrease individual payments to Settlement Class Members who submitted Valid Claims.

63. “**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 physically or 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. Central Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or 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

64. Within 30 days of the Order for Preliminary Approval, Defendants shall fund or cause to fund \$400,000 for purposes of ensuring the Settlement Administrator has funds sufficient to provide notice. Within 35 days of the Effective Date, Defendants shall fund or cause to fund \$2,785,000 in cash to the Escrow Account thereby fully establishing the Settlement Fund. Defendants shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys’ fees, costs, and Service Awards, and all Settlement Payments.

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 interest earned on the Settlement funds shall be for the benefit of the Settlement Class. 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, including any taxes or tax detriments that may be imposed Defendants, Defendants' 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. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

66. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case 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, Defendants 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

67. When submitting a Claim, Settlement Class Members may submit a Claim for a Documented Loss Payment and a Classwide Cash Payment. California Settlement Subclass Members can also submit a Claim for a California Cash Payment. If a Settlement Class Member

does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Payment.

a. Documented Loss Payments

Settlement Class Members may submit a Claim for a Documented Loss Payment under this Section for up to \$5,000.00 per Settlement Class Member, subject to a downward proportional adjustment in accordance Paragraphs 68(b) herein, upon submission of Documented Losses related to the Data Incident. To receive a Documented Loss Payment, a Settlement Class Member must elect a Documented Loss Payment on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members making a claim for a Documented Loss Payment will be required to submit reasonable documentation supporting the losses; this can include receipts or other documentation not “self-prepared” by the Claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive a Documented Loss Payment, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be treated as a Classwide Cash Payment claim only.

b. Classwide Cash Payment

All Settlement Class Members may elect to receive a Classwide Cash Payment. No supporting documentation will be necessary to elect a Classwide Cash Payment.

c. California Cash Payment

All California Settlement Subclass Members may also elect a California Cash Payment. The California Cash Payment is made available solely to California Settlement Subclass Members in addition to the availability of Documented Loss Payments and Classwide Cash Payments, in order to account for the claims made solely by the California Settlement Subclass under the California Consumer Privacy Act, which provides for the potential recovery of statutory damages.

68. Order of Payments and Proportional Adjustments. The Settlement Administrator must distribute the funds in the Settlement Fund, and calculate distribution, in the following order: (1) Service Awards; (2) attorneys' fees and costs; and (3) Settlement Administration Costs. Following the payment of the foregoing, the funds remaining in the Settlement Fund shall constitute the Distribution Pool, and shall be distributed to pay all Valid Claims as follows:

- a. Upon completion of the Claim Form administration process described herein in Section IX, and the final determination of the number and amount of all Valid Claims, the Settlement Administrator shall calculate the Total Amount of Valid Claims, using the approved amounts of all Valid Claims Documented Loss payments (subject to the \$5,000 per claim cap) and the nominal values of \$30 per Valid Claim for a Classwide Cash Payment and \$50 per Valid Claim for a California Cash Payment.
- b. If the Total Amount of Valid Claims exceeds the amount of the Distribution Pool, then all Valid Claims will be adjusted downward proportionally, i.e., discounted in proportion to the ratio of the Distribution Pool to the total amount of Valid Claims. By way of example, if the Distribution Pool is equal

to ninety percent (90%) of the total amount of Valid Claims, then all Valid Claims will be paid at 90%, meaning a Valid Claim for \$1,000 of Documented Losses would be paid at \$900, a Valid Claim for a California Cash Payment would be paid at \$45, and a Valid Claim for a Classwide Cash Payment would be paid at \$27. These figures are provided solely for illustration and are intended to help clarify how the proportional adjustment operates when the total amount of Valid Claims exceeds the amount of the Distribution Pool.

c. If the Total Amount of Valid Claims does not exceed the Distribution Pool, the Settlement Administrator shall distribute the Distribution Pool to Claimants as follows:

- i. First the Settlement Administrator shall pay all Valid Claims for Documented Loss Payments in the amount approved by the Settlement Administrator. Such payments shall never exceed the \$5,000 cap per Settlement Class Member.
- ii. Following the payment of all Valid Claims for Documented Loss Payments, Valid Claims for California Cash Payments and Classwide Cash Payments shall be subject to pro rata increase as follows. The Settlement Administrator shall calculate the ratio of the remaining amount in the Distribution Pool to the total amount of all Valid Claims for California Cash Payments (at the \$50 per claim amount) and Classwide Cash Payments (at the \$30 per claim amount). The Settlement Administrator shall then proceed to distribute the remaining amount in the Distribution Pool to

Claimants who submitted Valid Claims for California Cash Payments and Classwide Cash Payments in proportion to such ratio. By way of example, if, after payment of all Valid Claims for Documented Loss Payments, the remaining amount of the Distribution Pool is equal to 120% of the total amount of all Valid Claims for California Cash Payments and Classwide Cash Payments, then all such claims would be paid at 120%, i.e. a Valid Claim for a California Cash Payment would be paid at \$60 and a Valid Claim for a Classwide Cash Payment would be paid at \$36. These figures are provided solely for illustration and are intended to help clarify how the proportional adjustment operates when the total amount of Valid Claims does not exceed the amount of the Distribution Pool.

VI. Settlement Approval

69. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendants.

70. 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

Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Verita Global, LLC as the Settlement Administrator; (7) appoint Plaintiffs who sign this Agreement as Class Representatives and Bryan L. Bleichner and Nathan D. Prosser as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

71. The Parties agree that, subject to Court approval, Verita Global, 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 California Constitution and the United States Constitution.

72. 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 Settlement Payments to Settlement Class Members who submit Valid Claims.

73. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by: noticing the Settlement Class by Email Notice (if email addresses are available) and/or Postcard Notice; send notice to ensure compliance with the Class Action Fairness Act, 28 U.S. § 1715; sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members; reviewing Claim Forms; notifying Claimants of deficient Claim Forms using the Notice of Deficiency; calculating

the Total Amount of Valid Claims and the amount of the Distribution Pool, and making any proportional adjustments to Valid Claims, as set forth in Paragraphs 68(b) and 68(c) above; and sending Settlement Payments to Settlement Class Members who submit Valid Claims;

- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice 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, preparing a declaration for the Parties confirming that 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 Settlement Class member 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. Distributing, out of the Settlement Fund, Settlement Payments by electronic means or by paper check;

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

l. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Settlement Payments have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

74. Defendants will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

75. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Where email addresses are provided by Defendants for Settlement Class members, Email Notice shall be sent by email. Settlement Class members for which email addresses are not provided, or for those in which emails bounced-back or were undeliverable, and for whom a postal address is provided by Defendants or can be determined by the Settlement Administrator, shall receive a Postcard Notice by mail.

76. The Email Notice and/or Postcard 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 Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement or the Motion 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 Defendants' 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.

77. 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 Claim 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.

78. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member 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 postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class

Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

79. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement or Motion for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Written objections must be sent by U.S. Mail, postage pre-paid, or by courier (*e.g.*, Federal Express) to the Settlement Administrator. For a written objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by U.S. Mail, an objection shall be deemed to have been submitted on the postmark date indicated on the envelope. If submitted by courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any written objection must be addressed in accordance with the instructions on the Long Form Notice.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

- c. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards;
- d. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- e. a list of all cases, including case name, court file number, and court, in which the objector has previously filed an objection;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

81. Class Counsel or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel.

82. The Court may hear from any Settlement Class Member who has fulfilled the preceding requirements and wishes to appear at the Final Approval Hearing and make an objection orally.

83. The Settlement Administrator shall perform reasonable address traces for 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 Lexis/Nexis database that can be utilized for such purpose. No later than 30 days following the earliest day on which the Notice is first distributed, 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.

84. The Notice Program shall be completed no later than 30 days following the earliest day on which the Notice is first distributed.

IX. Claim Form Process and Disbursement of Settlement Payments

85. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Payment and how to submit a Claim Form.

86. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

87. 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 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.

88. 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

89. 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.

90. 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 physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 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 Defendants and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. 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;
- h. Failure to submit a Claim Form by the Claim Form Deadline; or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

92. 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 30 days from the Claim Form Deadline to approve or reject Claims;

- 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 is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

93. 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. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

94. No person or entity shall have any claim against Defendants, Defendants' 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.

95. The Settlement Administrator shall distribute the Settlement Payments no later than 60 days after the Effective Date.

96. Settlement Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications

arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to the Settlement Fund, and the Settlement Class Member shall forfeit their entitlement right to the funds.

X. Final Approval Order and Final Judgment

97. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards, and their Motion for Final Approval of the Settlement, no later than 42 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and the Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Motion for Attorneys' Fees, Costs, and Service Awards.

98. 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 Motion 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 or otherwise pursuing any of the Released Claims 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 Defendants and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, 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

99. Service Awards – The Class Representatives may seek Service Awards of up to \$4,000 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 60 days of the Effective Date.

100. Attorneys' Fees and Costs - Class Counsel shall apply to the Court for an award of attorneys' fees of up to 1/3 of the value of the Settlement Fund procured for the Settlement Class (\$1,061,666.67), plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 60 days of the Effective Date.

101. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was

requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

XII. Disposition of Residual Funds

102. In the event there are funds remaining in the Settlement Fund twenty (20) days following the expiration of the 180-day period to redeem Settlement Payments, such funds shall constitute Residual Funds as defined in Paragraph 53. Within twenty (20) days of that date, the Settlement Administrator shall report to Class Counsel and Counsel for Defendants the total amount of Residual Funds. Class Counsel and Counsel for Defendants shall, after conferring with the Settlement Administrator, determine whether redistribution of the Residual Funds to Settlement Class Members who submitted Valid Claims is economically feasible, including but not limited to accounting for the additional administrative costs of issuing payments to Settlement Class Members from the Residual Funds. All costs of administering any such redistribution payments shall be paid out of the Residual Fund before calculating and issuing such payments. Any such redistribution shall be made as equal payments to each Settlement Class Member who submitted a Valid Claim, on a per-Class Member basis. By way of example, if the Residual Funds consist of \$220,000, the cost of administering a second round of payments is \$20,000, and a total of 25,000 Settlement Class Members submitted one or more Valid Claims, each such Settlement Class Member would receive an additional \$8 payment from the Residual Funds regardless of the type or number of Claims they submitted. If redistribution of the Residual Funds is determined not to be economically feasible, the Parties shall move the Court for approval to distribute the Residual Funds to an appropriate cy pres recipient consistent with the objectives of the Settlement and as approved by the Court. The Parties agree that a payment of less than \$1.00 to each Settlement Class Member that had submitted one or more Valid Claims is per se not economically feasible.

XIII. Releases

103. Upon the Effective Date, and on the condition that the payments set forth in Paragraph 63 were made, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* as related to and alleged in the operative Complaint. In addition, the Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. These Releases do nothing to affect the rights and duties of the Parties under this Settlement, and the Parties can continue to seek any available remedy for failure to perform under this Settlement Agreement.

104. Settlement Class Members who opt-out of the Settlement before the expiration of the Opt-Out Period will not release their claims, and they will not receive a Settlement Payment.

105. 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

106. 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;
- c.** The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval;
- d.** The Effective Date has occurred.

107. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

108. Defendants shall also have the right to terminate this Agreement upon written notice to Class Counsel within ten (10) days of receiving notice from the Settlement Administrator that one hundred fifty (150) or more valid opt-outs have been submitted.

109. 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 and all papers filed. 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 Action 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*.

XV. Effect of Termination

110. 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, Defendants, Defendants' 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.

111. 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

112. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have 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.

113. 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 have investigated the facts and law relevant to the merits of the claims, conducted informal 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.

114. 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.

115. 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 Settlement Class Members, 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.

116. In addition to any other defenses Defendants or the Released Parties 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

117. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

119. ***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.

120. ***Amendment Replacing Prior Settlement Agreement.*** The Parties intend for this Settlement Agreement to be the only Settlement Agreement as between them related to the Action or the Data Incident and for the instant agreement to be the operative Settlement Agreement as between them. The Settlement Agreement executed by the Parties in August 2025 and submitted in the Action as ECF Doc. 154-1 shall not have any further effect.

121. ***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.

122. ***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.

123. ***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 hereto, except as provided for herein.

124. *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.

125. *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 Minnesota, without regard to the principles thereof regarding choice of law.

126. *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. Any signature submitted by through email of a PDF shall be deemed an original.

127. *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.

128. *Notices.* All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Bryan Bleichner
Chestnut Cambronne P.A.
100 Washington Avenue S., Ste. 1700
Minneapolis, MN 55401
bbleichner@chestnutcambronne.com

If to Defendants or Defendants' Counsel:

Thomas W. Hayde
Spencer Fane LLP
1 N. Brentwood Blvd., Suite 1200
St. Louis, MO 63105
thayde@spencerfane.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.

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

130. *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.

131. *Authority.* Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendants' Counsel, 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 Defendants respectively 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.

132. *Agreement Mutually Prepared.* Neither Plaintiffs nor Defendants 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.

133. *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.

134. *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.

PLAINTIFFS AND THE SETTLEMENT CLASS


ID tgefwna7DzYUbykfdkxVnSxa

Randell Huff

Monique Derr

Megan Murillo

Paola Manzo

Melissa Thomas

CLASS COUNSEL (For Plaintiffs and the Settlement Class)


Bryan Bleichner
Chestnut Cambronne PA

Nathan D. Prosser
Helmuth & Johnson PLLC

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.

PLAINTIFFS AND THE SETTLEMENT CLASS

Randell Huff



Monique Derr (Dec 16, 2025 22:33:07 PST)
Monique Derr

Megan Murillo

Paola Manzo

Melissa Thomas

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

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PLAINTIFFS AND THE SETTLEMENT CLASS

Randell Huff

Monique Derr

Megan Murillo


Paola Manzo (Dec 19, 2025 13:04:23 CST)

Paola Manzo

Melissa Thomas

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

Bryan Bleichner
Chestnut Cambronne PA

Nathan D. Prosser
Helmuth & Johnson PLLC

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PLAINTIFFS AND THE SETTLEMENT CLASS

Randell Huff

Monique Derr

Megan Murillo

Paola Manzo



Melissa Thomas (Dec 16, 2025 20:35:01 CST)

Melissa Thomas

CLASS COUNSEL (For Plaintiffs and the Settlement Class)

Bryan Bleichner
Chestnut Cambronne PA

Nathan D. Prosser
Helmuth & Johnson PLLC

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Melissa Thomas

CLASS COUNSEL (For Plaintiffs and the Settlement Class)



Bryan Bleichner
Chestnut Cambronne PA



Nathan D. Prosser
Helmuth & Johnson PLLC

DEFENDANTS

Pawn America Minnesota, LLC

DocuSigned by:

0BBE2A20EE794BF
By: Brad Rixmann
Its: Chief Manager

Payday America, Inc

DocuSigned by:

0BBE2A20EE794BF
By: Brad Rixmann
Its: President

PAL Card Minnesota, LLC

DocuSigned by:

0BBE2A20EE794BF
By: Brad Rixmann
Its: Chief Manager

COUNSEL FOR DEFENDANTS


Thomas W. Hayde
Spencer Fane LLP

EXHIBIT 1

From:

To:

Subject: Settlement in the Pawn America Data Incident Class Action Lawsuit

Class Member ID: <<RefNum>>

To all individuals whose Private Information was potentially compromised in the Data Incident involving Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC (collectively, "Pawn America"), a proposed class action settlement may affect your rights.

In re Pawn America Consumer Data Breach Litig.

Case No. 21-cv-02554

United States District Court

District of Minnesota

Why am I receiving this Email Notice? You are receiving this Notice because the records of Pawn America were accessed by unauthorized individuals on or around September 28, 2021. Defendants' records indicate that your Private Information may have been impacted in that Data Incident.

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Patrick J. Schiltz of the United States District Court for the District of Minnesota is the judge presiding over the case captioned: *In re Pawn America Consumer Data Breach Litigation*, Case No. 21-cv-02554. The individuals who brought the lawsuit, Plaintiffs Melissa Thomas, Randell Huff, Megan Murillo, Monique Derr, and Paola Manzo, are called the Plaintiffs or the Class Representatives. The entities being sued, Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC, (collectively referred to herein as "Pawn America") are called the Defendants.

Who is a Settlement Class Member? You are affected by the Settlement and are a member of the Class if you were residing in the United States at the time of the Data Incident and your Private Information was potentially compromised in the Data Incident, including if you were mailed a notification of the Data Incident from Pawn America. Excluded from the Class are: (a) directors and officers of Pawn America; (b) the Judge assigned to the case, that Judge's immediate family, and Court staff; and (c) any person who properly requests exclusion before the deadline set by the Court.

What are the Settlement Benefits? The Settlement establishes a \$3,185,000 Settlement Fund to pay Settlement Class Members, as well as to cover the costs of notice and administration, service awards to class representatives, and attorneys' fees and expenses. After those amounts are paid, the

remaining balance (the “Distribution Pool”) will be used to make payments to Settlement Class Members who submit valid claims. Settlement Class Members may be eligible to receive more than one type of payment. Only the first category below requires supporting documentation; the remaining payments are flat amounts that require only a valid claim form electing to receive them.

- Documented Loss Payment – reimbursement of up to \$5,000 for out-of-pocket expenses or losses reasonably traceable to the Data Incident and supported by receipts or account statements.
- Classwide Cash Payment – a cash payment initially valued at \$30 for all Settlement Class Members who submit a valid claim, regardless of whether they also claim a Documented Loss Payment, with no documentation required.
- California Cash Payment – a cash payment initially valued at \$50 for Settlement Class Members who lived in California in September or October of 2021, in addition to any other payment for which they qualify, with no documentation required.

After all claims have been reviewed and approved, the Settlement Administrator will calculate payments from the Distribution Pool. If the total dollar value of all valid claims exceeds the Distribution Pool, payments will be reduced proportionately so that each Settlement Class Member receives the same percentage of their eligible amount. If the total dollar value of all valid claims is less than the Distribution Pool, payments for Classwide Cash Payments and California Cash Payments (but not Documented Loss Payments) will be increased proportionally so that the entire Distribution Pool is used for Settlement Payments. After all payments have been issued and the 180-day period for redeeming payments has expired, any unclaimed amounts (known as Residual Funds, as defined in the Settlement Agreement) may, if economically feasible, be redistributed equally among Settlement Class Members who redeemed their first-round payments, or, if redistribution is not feasible, distributed to a Court-approved cy pres recipient.

Please visit www.pawnamericasettlement.com for a full description of the Settlement Class Member Benefits and documentation requirements.

How do I submit a Claim Form for benefits? You must submit a Claim Form, available at www.pawnamericasettlement.com to be eligible to receive a payment under the Settlement. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at *Pawn America Settlement Administrator, c/o Verita Global Settlement Administration, P.O. Box, XXXXXX, XX, XXXXX*, and postmarked, by **DATE**.

What are my other options? If you do nothing, you will be legally bound by the terms of the Settlement and will release your claims against Defendants and other Released Parties, as defined in the Settlement Agreement. You may also exclude yourself (opt out) or object to the Settlement, including the request for attorneys’ fees, expenses, and Service Awards. Any request to exclude yourself or any objection must be submitted by **DATE**. Please visit www.pawnamericasettlement.com, for detailed instructions on how to submit a request to exclude yourself or to object.

Do I have a lawyer in this case? Yes. The Court appointed Bryan L. Bleichner of Chestnut Cambronne P.A., and Nathan D. Prosser of Hellmuth & Johnson PLLC as Class Counsel to represent the Class. If you want to be represented by your own lawyer, then you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **DATE, 2026 at TIME CT**, to determine whether to approve the Settlement, including requests for attorneys' fees and expenses (up to one third of the Settlement Fund, or \$1,061,666.67, plus up to \$50,000 in reasonable litigation expenses), and Service Award payments of \$4,000 to each Class Representative. You may attend the hearing in person or through an attorney at your own expense, but you are not required to do so.

This Email Notice provides only a summary. For more information or to update your address, visit www.pawnamericasettlement.com or call toll-free **(XXX) XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF COURT
FOR INFORMATION ABOUT THE SETTLEMENT**

Please monitor <https://www.pawnamericasettlement.com/> for updates or call **(XXX) XXX-XXXX**.

This email was sent to you because you are a Settlement Class Member. | [Unsubscribe](#)

Please do not reply to this email; it is sent from an unmonitored mailbox.

EXHIBIT 2

In Docusign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D

Breach Litig.

c/o Settlement Administrator

P.O. Box XXXXX

City, State Zip

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXXX

<<Barcode>>

Class Member ID: <<Refnum>>

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

**NOTICE OF CLASS ACTION
SETTLEMENT**

If you resided in the United States and your Private Information was compromised in a September 2021 Data Incident involving Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC, you are entitled to submit a claim for monetary compensation under a class action settlement.

www.pawnamericasettlement.com

agreement. Learn more about the case or file a claim
*** **DocuSign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D**

you will need to include copies of receipts or other documents showing your losses. You may submit your claim online, where you can upload documentation, or by mail using the attached Claim Form.

This Notice is a summary of the proposed Settlement.

DocuSign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D

In re Pawn America
Consumer Data Breach Litig.
c/o Settlement Administrator
P.O. Box XXXXX
City, State Zip

Docusign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D

<<Refnum>>

CLAIM FORM

Claims must be postmarked no later than [redacted], 202X. You may also submit a Claim Form online no later than [redacted], 202X.

NAME: _____ ADDRESS: _____

You may request one or more of the following Settlement Payments by completing the sections below. All payments are subject to proportional adjustment as described in the Notice and Settlement Agreement, both of which can be found at www.pawnamericasettlement.com.

1. **Classwide Cash Payment:** Would you like to receive a Classwide Cash Payment initially valued at \$30? (circle one)

Yes No

All Settlement Class Members are eligible for this payment. No documentation beyond a valid claim form is required. This payment may be increased or decreased *pro rata* depending on the total amount of Valid Claims.

2. **California Cash Payment:** Did you live in California in September or October of 2021, and if so, would you like to receive an additional California Cash Payment initially valued at \$50? (circle one)

Yes No

No documentation beyond a valid claim form is required for this payment. It may be increased or decreased proportionally depending on the total amount of Valid Claims.

3. **Documented Loss Payment:** I am requesting reimbursement for out-of-pocket expenses or other losses reasonably traceable to the Data Incident in the amount of \$ [redacted] (not more than \$5,000). To qualify, attach copies of supporting documents such as receipts, account statements, or other third-party records. "Self-prepared" documents (for example, handwritten notes) may supplement but not be the only documentation. I understand the Settlement Administrator may contact me for additional information before processing my claim. I understand that if I lack information supporting my claim, then I will likely not receive a Documented Loss Payment. Documented Loss Payments may be decreased proportionally if the total value of Valid Claims exceeds the available funds. They cannot exceed your actual losses or \$5,000.

By DocuSign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D
Form to the best of my personal knowledge.

re and accurate, and that I am completing this Claim

_____ (signature)

EXHIBIT 3

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

In re Pawn America Consumer Data Breach Litig., No. 21-cv-02554

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

If you resided in the United States at the time of the September 2021 data incident involving Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC (collectively, “Pawn America”), and your Private Information was potentially compromised, you could be eligible for a payment from a class action settlement, including if you received notice from Pawn America about the data incident.

- You may be eligible to receive a payment from a proposed \$3,185,000 non-reversionary class action settlement (the “Settlement Fund”).¹
- The class action lawsuit concerns a data incident experienced by Pawn America in September 2021 (the “Data Incident”). An unauthorized third party gained access to certain Pawn America files containing customers’ names, Social Security numbers, driver’s license numbers, passport numbers, government identification numbers, dates of birth, and financial account information (collectively referred to in this Settlement as “Private Information”). Pawn America sent a notification in October 2021 to persons whose Private Information may have been accessed during the Data Incident.
- Pawn America denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit through this Settlement to avoid further cost and uncertainty.
- Persons whose Private Information was potentially accessed or compromised as a result of the Data Incident are referred to in this Notice as “Settlement Class Members.”
- Settlement Class Members may be eligible to receive one or more of the following Settlement Payments by submitting a Valid Claim:
 - ❖ **Documented Loss Payment:** Up to **\$5,000** for documented out-of-pocket expenses or other losses reasonably traceable to the Data Incident. Proof of loss is required. This payment may be decreased if the Total Amount of Valid Claims exceeds the available funds.
 - ❖ **Classwide Cash Payment:** A cash payment initially valued at **\$30** available to all Settlement Class Members who submit a Valid Claim. No other documentation is required. This payment may be increased or decreased depending on the Total Amount of Valid Claims.
 - ❖ **California Cash Payment:** A cash payment initially valued at **\$50** for Settlement Class Members who lived in California in September or October of 2021 and who

¹ All capitalized terms in this Notice have the same meaning as those defined in the Settlement Agreement, found at www.pawnamericasettlement.com.

submit a Valid Claim. No documentation is required. This payment may be increased or decreased depending on Total Amount of Valid Claims.

To receive any Settlement Payment, you must submit a Valid Claim by the deadline. The Claim Form deadline will be listed later in this Notice and posted on the Settlement Website at www.pawnamericasettlement.com. No documentation is required.

- For more information or to submit a claim, visit www.pawnamericasettlement.com or call 1-###-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. CT.
- Please read this notice carefully. Your legal rights will be affected, and you have choices to make.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Payment.	Submitted online or Postmarked on or Before , 2026
Exclude Yourself (Opt Out)	You will not receive a Settlement Payment. This is the only option that allows you to keep your right to bring your own lawsuit later about the Released Claims (as defined in the Settlement Agreement).	Postmarked on or Before , 2026
Object to the Settlement or Attend the Final Hearing	If you do not exclude yourself, you may write to the Court about why you support or oppose the Settlement. The Court cannot order a different Settlement. You may also ask to speak at the Final Approval Hearing, with or without a lawyer.	Received on or Before , 2026
Do Nothing	You will not receive a Settlement Payment. You will still be bound by the Court’s judgment and will give up your right to sue about the Released Claims.	No action required

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this Notice.
- Settlement Payments will be made only after the Court approves the Settlement and after any appeals are resolved.

What This Notice Contains

Basic Information.....3

Who is in the Settlement.....3

The Settlement Benefits—What You Get if You Qualify.....4
How do You Submit a Claim.....5
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The Court’s Final Approval Hearing8
If You Do Nothing.....9
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BASIC INFORMATION

The Court authorized this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to grant final approval. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Patrick J. Schiltz of the United States District Court for the District of Minnesota is the judge presiding over the case captioned: *In re Pawn America Consumer Data Breach Litigation*, Case No. 21-cv-02554. The individuals who brought the lawsuit, Melissa Thomas, Randell Huff, Megan Murillo, Monique Derr, and Paola Manzo, are called the Plaintiffs or Class Representatives. The entities being sued, Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC (collectively referred to herein as “Pawn America”) are called the Defendants.

The lawsuit alleges that Defendants were responsible for the Data Incident and that Plaintiffs were injured as a result of the Data Incident.

Defendants deny all wrongdoing and deny that they are liable for the claims. No court has made any judgment or other determination that Defendants have any liability or did anything wrong.

In a class action, one or more people called class representatives sue on behalf of other people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who decide to exclude themselves from the class.

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Settlement Class Members”). The Class Representatives and the attorneys appointed to represent the Class (“Class Counsel”) believe the Settlement is in the best interest of all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class if you resided in the United States at the time of the September 2021 Data Incident and your Private Information was potentially compromised as a result of the Data Incident, including if you received notification of the Data Incident from Pawn America.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the judge presiding over the class action lawsuit and his immediate family members and court staff; (2) directors and officers of Defendants; and (3) Settlement Class Members who submit a valid Request for Exclusion (also called “opting out”) prior to the Opt-Out Deadline.

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Pawn America Settlement Administrator

address

address

www.pawnamericasettlement.com

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU SUBMIT A VALID CLAIM

The Settlement provides that Defendants will pay \$3,185,000 into a non-reversionary Settlement Fund. The Settlement Fund will be used to pay: (1) Court-approved attorneys’ fees (up to \$1,061,666.67) and litigation expenses (up to \$50,000); (2) Court-approved Service Awards to the Class Representatives (up to \$20,000 total); (3) Settlement Administration Costs; and (4) Settlement Payments to Settlement Class Members who submit Valid Claims.

After attorneys’ fees, expenses, Service Awards, and Settlement Administration Costs are paid, the remainder of the Settlement Fund is the Distribution Pool. The Settlement Administrator will determine whether each claim is a Valid Claim.

Settlement Class Members who submit a Valid Claim may receive one or more of the following Settlement Payments:

1. Documented Loss Payment (up to \$5,000)

A Documented Loss Payment reimburses out-of-pocket expenses or other losses reasonably traceable to the Data Incident. These payments cannot exceed your actual documented losses or \$5,000, and may be decreased if the Total Amount of Valid Claims exceeds Distribution Pool. Claims for a Documented Loss Payment must be supported by third-party documentation (such as receipts, account statements, or similar records). “Self-prepared” documents (such as handwritten receipts) may supplement but will not alone be sufficient.

Examples of documented losses include unreimbursed fraudulent charges or identity theft losses; instances of verified fraud, such as fraudulent bank or credit-card charges, fraudulent tax filings, or fraudulent opening or closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using the Class Member’s information resulting from the Data Incident; professional

fees (e.g., attorneys, accountants, credit-repair services); costs to freeze or unfreeze credit; credit-monitoring costs incurred after the Data Incident; transportation or parking expenses for trips to a financial institution; miscellaneous expenses such as postage, copying, mileage, or long-distance telephone charges; and other reasonably attributable expenses not reimbursed elsewhere.

2. Classwide Cash Payment (initially valued at \$30)

All Settlement Class Members may request a Classwide Cash Payment by submitting a Valid Claim. No other documentation is required. This payment may be increased or decreased depending on the Total Amount of Valid Claims.

3. California Cash Payment (initially valued at \$50)

Settlement Class Members who lived in California in September or October of 2021 may request an additional California Cash Payment by submitting a Valid Claim. No other documentation is required. This payment may increase or decrease depending on the Total Amount of Valid Claims.

Proportional Adjustment

If the Distribution Pool is less than the Total Amount of Valid Claims, then the payment amounts for all Valid Claims will be adjusted proportionally downward—that is, the amount payable on each Valid Claim will be multiplied by the ratio of the Distribution Pool to the Total Amount of Valid Claims.

By way of example: if the Distribution Pool available to Settlement Class Members with Valid Claims equals \$1,350,000, and the Total Amount of Valid Claims equals \$1,500,000, then the ratio of the Distribution Pool to the Total Amount of Valid Claims equals 0.90. This means that the Distribution Pool covers 90% of the Total Amount of Valid Claims, and all such amounts will therefore be multiplied by 0.90. Under this example: (i) a Valid Claim for a Documented Loss Payment approved at \$1,000 would be paid \$900; (ii) a Valid Claim for the California Cash Payment (initially valued at \$50) would be paid \$45; and (iii) a Valid Claim for the Classwide Cash Payment (initially valued at \$30) would be paid \$27.

However, if the Distribution Pool exceeds the Total Amount of Valid Claims, then 1) the Settlement Administrator will pay Valid Claims for a Documented Loss Payment at the full amount approved by the Settlement Administrator, subject to the \$5,000 cap per claim; and 2) payment amounts for Valid Claims for Classwide and California Cash Payments will be adjusted upward in proportion to the ratio of the amount of the Distribution Pool remaining following payment of Document Loss Payments to the total amount of all Valid Claims for California Cash Payments and Classwide Cash Payments. The Documented Loss Payments will not be adjusted upwards. By way of example, if, after payment of all Valid Claims for Documented Loss Payments, the remaining amount of the Distribution Pool is equal to 120% of the total amount of all Valid Claims for California Cash Payments and Classwide Cash Payments, then all Classwide and California Cash Payment claims would be paid at 120%, i.e. a Valid Claim for a California Cash Payment would be paid at \$60 and a Valid Claim for a Classwide Cash Payment would be paid at \$36. These figures are provided solely for illustration and are intended to help clarify how the proportional adjustment operates when the Distribution Pool exceeds the Total Amount of Valid Claims.

After all Settlement Payments have been issued and the deadline to redeem them has expired, any remaining Residual Funds may be redistributed among Settlement Class Members who redeemed their payments; or, if redistribution is not economically feasible, donated to a Court-approved nonprofit organization that promotes consumer privacy or data security.

HOW DO YOU SUBMIT A CLAIM?

To receive a Settlement Payment, you must submit a Valid Claim by the deadline. You may obtain and submit a Claim Form in any of the following ways: (1) Online at www.pawnamericasettlement.com, where you can complete the Claim Form and upload any required documentation; (2) By mail, using the short Claim Form included with the Postcard Notice or the Claim Form downloadable from the Settlement Website; or (3) By requesting the Claim Form from the Settlement Administrator:

Pawn America Settlement Administrator
[Address]
[City, State ZIP]

Your Claim Form must be submitted online or postmarked no later than [DATE], 2026.

You may request one or more types of Settlement Payments. No documentation other than a valid Claim Form is required for the Classwide Cash Payment or, if eligible, the California Cash Payment. If you wish to submit a claim for a Documented Loss Payment, you must provide receipts or other third-party documents supporting your losses. Self-prepared documents may supplement but not replace third-party documentation.

The Settlement Administrator may contact you if additional information is needed. If you do not provide requested information, your claim will be treated only as a claim for a Classwide Cash Payment (and California Cash Payment if applicable).

If your contact information changes after submitting your Claim Form, please notify the Settlement Administrator as soon as possible to ensure you receive any payment you may be eligible for.

For questions or help submitting a claim, you may call 1-###-###-#### or visit www.pawnamericasettlement.com

Payments will not be made until after the Effective Date of the Settlement. The Effective Date occurs only after the Court grants Final Approval and any appeals are resolved. The Court will hold a Final Approval Hearing on _____, 2026 at _____ .m. CT. The hearing date or time may change without additional notice, so please check the Settlement Website for updates. Please be patient since this process can take time.

WHAT DO DEFENDANTS GET?

If the Court grants Final Approval and the Settlement becomes final, Defendants and other Released Parties will receive a release of the Released Claims. This means that if you do not exclude yourself (opt out), you will give up your right to sue or continue to sue Defendants and the Released Parties for any claims arising out of or relating to the Data Incident that were or could have been brought in the lawsuit.

The full scope of the release and the definitions of Released Claims and Released Parties are contained in the Settlement Agreement, which is available on the Settlement Website at www.pawnamericasettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you decide that you do not want to be part of this Settlement, you must take steps to exclude yourself — this is also called “opting out.” If you exclude yourself, you will not receive any money from the Settlement, and you will not be legally bound by the Court’s orders or by the release of claims. This means you keep your right to sue Pawn America on your own for claims related to the Data Incident.

You should exclude yourself if you want to bring your own lawsuit or join another lawsuit about the issues in this case. If you choose to exclude yourself, do not submit a Claim Form.

To exclude yourself, you must send a written Request for Exclusion that: (1) Includes your name, mailing address, telephone number, and email address (if you have one); (2) States clearly that you want to be excluded from the Settlement, for example: “I request to be excluded from the Settlement in *In re Pawn America Consumer Data Breach Litigation*, Case No. 21-cv-02554”; and (3) Is signed by you personally.

You must mail your Request for Exclusion so it is postmarked no later than [DATE], 2026. Send it to:

Pawn America Settlement Administrator
Attn: Requests for Exclusion
c/o Verita Global Settlement Administration
P.O. Box XXXXX
City, State ZIP Code

You may confirm the deadline or download a template Request for Exclusion at www.pawnamericasettlement.com.

OBJECTING TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you may write to the Court to explain why you oppose (or support) the Settlement. This is called objecting. The Court will consider your views when deciding whether to approve the Settlement. The Court cannot change the Settlement’s terms; it can only approve or deny it.

To object, you must mail a written objection to both the Clerk of Court and the Settlement Administrator at the addresses listed below. Your objection must be postmarked by [DATE], 2026:

Court	Settlement Administrator
Office of the Clerk Diana E. Murphy United States Courthouse 300 South Fourth Street Suite 202 Minneapolis, MN 55415	Pawn America Settlement P.O. Box (City, State Zip)

Your objection must include: your name, mailing address, telephone number, and email address (if available); a statement of all reasons for your objection and any legal support you know of; the identity of any attorneys who represent or have represented you in connection with the objection; whether any such attorney intends to appear at the Final Approval Hearing; a list of any other class action settlement objections you or your counsel have submitted; a list of any witnesses you may call at the Final Approval Hearing; a statement indicating whether you intend to appear at the Final Approval Hearing; and your personal signature; an attorney’s signature alone is not sufficient.

Objecting is different from excluding yourself. If you exclude yourself, you will not receive a Settlement Payment, and you cannot object because you will no longer be part of the Settlement Class. If you submit both an objection and a request to be excluded, you will be treated as having excluded yourself.

THE LAWYERS REPRESENTING YOU

The Court has appointed Bryan L. Bleichner of Chestnut Cambronne P.A. and Nathan D. Prosser of Hellmuth & Johnson PLLC to serve as Class Counsel for the Settlement Class. You may hire your own lawyer at your own expense if you wish.

Class Counsel will ask the Court to approve an award of attorneys’ fees up to \$1,061,666.67 and reimbursement of litigation expenses up to \$50,000. Defendants agreed not to oppose a request up to those amounts. Any approved fees and expenses will be paid from the Settlement Fund, and will be the only compensation for Class Counsel’s work in investigating the case, litigating the Action, and negotiating the Settlement.

The five Class Representatives will also ask the Court to approve Service Awards of \$4,000 each for the time and effort they spent on behalf of the Settlement Class.

These amounts must be approved by the Court, and the Court may award less than requested. Class Counsel’s motion for final approval of the Settlement will be filed no later than _____, 2026, and their application for attorneys’ fees, expenses, and Service Awards will be filed _____, 2026. Both filings will be available on the Settlement Website:

www.pawnamericasettlement.com

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at _____ m. CT on _____, 2026, at the United States District Court, 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415, or by remote means if the Court so orders. At this hearing, the Court will consider whether the Settlement

is fair, reasonable, and adequate. The Court will also consider any timely and valid objections and will hear from Settlement Class Members who wish to speak at the hearing and who have properly requested to do so.

The Court will also decide whether to approve the request for attorneys' fees, expenses, and Service Awards. We do not know how long it will take for the Court to make these decisions.

The hearing date or time may change without additional notice. Please check www.pawnamericasettlement.com or call (XXX) XXX-XXXX for updates.

You may attend the Final Approval Hearing at your own expense, either in person or through an attorney you hire. You are not required to attend. If you submitted a timely written objection, the Court will consider it even if you do not attend the hearing.

If you would like to speak at the Final Approval Hearing, you must mail a written objection that includes all necessary information and is postmarked no later than _____, 2026. Your objection must be mailed to the Clerk of the Court and the Settlement Administrator as described in the section titled "Objecting to the Settlement."

IF YOU DO NOTHING

If you do nothing, you will not receive a Settlement Payment. If the Court grants Final Approval of the Settlement and the judgment becomes final, and you are a member of the Settlement Class, you will still be bound by the terms of the Settlement and the release of the Released Claims. This means you will give up your right to sue or continue to sue Defendants or the other Released Parties for any claims related to the Data Incident that were or could have been brought in this case.

GETTING MORE INFORMATION

This Notice provides only a summary of the Settlement. More detailed information is available on the Settlement Website at www.pawnamericasettlement.com, including the full Settlement Agreement, important Court filings, and additional answers to frequently asked questions. You can also submit a Claim Form online or download a printable version from the website.

If you prefer, you may call the Settlement Administrator toll free at 1-###-###-#### for assistance. You may also write to the Settlement Administrator at:

Pawn America Settlement Administrator
c/o Verita Global Settlement Administration
P.O. Box XXXXX
City, State ZIP Code

This Notice is approved by United States District Court for the District of Minnesota.

DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT. Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

EXHIBIT 4

CLAIM FORM FOR THE PAWN AMERICA DATA BREACH
CLASS ACTION SETTLEMENT BENEFITS

YOU MUST USE THIS CLAIM FORM TO BE ELIGIBLE TO RECEIVE PAYMENT.

For more information, call 1-888-888-8888 or visit the website www.pawnamericasettlement.com
Para una notificación en Español, pueda llamar 1-888-888-8888 o visitar nuestro sitio de web
www.pawnamericasettlement.com.

The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is

[XXXX XX, 2026]

I. GENERAL INSTRUCTIONS

The Settlement establishes a \$3,185,000.00 fund to pay Settlement Class Members, as well as to provide for the costs of notice and administration, service awards to class representatives, and attorneys' fees and costs as awarded by the Court. As explained in the Notice and the Settlement Agreement, Settlement Class Members may be eligible to receive one or more of the following cash payments, depending on their individual circumstances:

- Documented Loss Payment – reimbursement for out-of-pocket expenses or other losses reasonably traceable to the Data Incident, up to \$5,000;
- Classwide Cash Payment – a cash payment initially valued at \$30.
- California Cash Payment – a cash payment initially valued at \$50, and available to Settlement Class Members who resided in California at the time of the Data Incident; and

The Distribution Pool¹ will be used to pay all Valid Claims. If the Total Amount of Valid Claims is greater than the amount in the Distribution Pool, all payments will be reduced proportionally (pro rata) so that each Settlement Class Member's payment is reduced by the same percentage. If the Total Amount of Valid Claims is less than the amount in the Distribution Pool, certain payments (other than Documented Loss Payments) will be increased proportionally so that each Settlement Class Member's payment is increased by the same percentage and the remaining funds are fully distributed.

The Settlement Administrator will calculate any adjustments automatically; you do not need to do anything further. The exact payment you receive will depend on the Total Amount of Valid Claims submitted by all Settlement Class Members.

To be eligible to receive any of these benefits, Settlement Class Members must fill out and submit a Claim Form, including the Certification, on or by XXXX XX, 202X.

The benefits are as follows:

a. Documented Loss Payment

You may submit a claim for a Documented Loss Payment of up to \$5,000 to reimburse you for out-of-pocket expenses or other losses reasonably traceable to the Data Incident. Examples include:

- Unreimbursed losses relating to fraud or identity theft;
- Instances of verified fraud such as fraudulent bank or credit card charges, fraudulent tax filings, fraudulent opening/closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using your information from the Data Incident
- Professional fees, including attorneys' fees, accountants' fees, and fees for credit repair services;

¹ All capitalized terms have the meaning defined in the Settlement Agreement available at www.pawnamericasettlement.com.

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- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission;
- Transportation or parking expenses (including fuel) for trips to a financial institution to address fraudulent charges or obtain replacement payment cards;
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Other expenses that are reasonably attributable to the Data Incident that have not been reimbursed elsewhere.

Claims for a Documented Loss Payment must be supported by third-party documentation (such as receipts, account statements, or similar records). “Self-prepared” documents (such as handwritten receipts) may supplement but not replace third-party documentation.

b. Classwide Cash Payment

All Settlement Class Members are eligible to submit a claim for a Classwide Cash Payment initially valued at \$30. No documentation other than a Valid Claim Form is required for this payment. The amount may be increased or decreased pro rata depending on the Total Amount of Valid Claims submitted.

c. California Cash Payment

Settlement Class Members who resided in California in September or October of 2021 are eligible to submit a claim for an additional California Cash Payment initially valued at \$50. No documentation other than a Valid Claim Form is required for this payment. The amount may be increased or decreased proportionally depending on the Total Amount of Valid Claims submitted.

Completing the Claim Form

This Claim Form may be submitted online at www.pawnamericasettlement.com or completed and mailed to the address below. Please type or clearly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

Pawn America Data Incident
Settlement Administrator
P.O. Box XXXX XXXXX, XX XXXXX

Making a Claim for a Documented Loss Payment

If you are requesting a Documented Loss Payment, **you must** (i) fill out the information below, or fill out a separate sheet to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include third-party documentation (such as receipts, account statements, or similar records) supporting each claimed loss or other expense along with this Claim Form. All claimed expenses and other losses must be reasonably traceable to the Data Incident. The Settlement Administrator will review the documentation you provide, along with the facts of the Data Incident, to determine whether each claimed item qualifies.

If you do not provide sufficient supporting documentation, the Settlement Administrator may deny or reduce your claim for a Documented Loss Payment.

Docusign Envelope ID: F46E1BCD-00C4-49E4-821B-EF9D72807F1D

<input type="checkbox"/> Opening of bank accounts and/or credit cards in your name.			<i>expenses relating to dealing with those occurrences</i> Your documents: _____ _____ _____
<input type="checkbox"/> Government benefits taken in your name.	[][] / [][] / [][][][] (mm/dd/yy)	\$ [][][][] . [][][]	<i>Examples: Notification of unemployment benefits being taken; correspondence with agency regarding issue.</i> Your documents: _____ _____ _____
<input type="checkbox"/> Other reasonably attributable out-of-pocket expenses or other losses not reimbursed elsewhere (provide detailed description).	[][] / [][] / [][][][] (mm/dd/yy)	\$ [][][][] . [][][]	<i>Please provide detailed description below or in a separate document submitted with this Claim Form.</i> Your documents: _____ _____ _____

If you **do not** provide sufficient documentation to support your claim for a Documented Loss Payment, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not correct this issue, only your selections for a Classwide Cash Payment and a California Cash Payment, if you made them, will be considered.

III. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to participate in this Settlement and that the information provided in this Claim Form and in any attached documentation is true and correct to the best of my knowledge. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I understand that this Claim Form may be subject to audit, verification, and Court review, and that the Settlement Administrator may require additional information from me before the claim is processed. I further understand that any approved payment under this Settlement may be adjusted proportionally based on the Total Amount of Valid Claims submitted.

Signature: _____

Date: _____

Print Name: _____

EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

*In re Pawn America Consumer Data
Breach Litigation*

Case No. 21-cv-02554 (PJS-JFD)

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs Monique Derr, Randell Huff, Paola Manzo, Megan Murillo, and, Melissa Thomas ("Plaintiffs") and Defendants Pawn America Minnesota, LLC ("Pawn America"), Payday America, Inc. ("Payday America"), and PAL Card Minnesota, LLC ("PAL Card") (collectively "Pawn America" or "Defendants"). After reviewing Plaintiffs' unopposed motion for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class Members, the appointment of Plaintiffs Randell Huff, Megan Murillo, Melissa Thomas, Monique Derr, and Paola Manzo as the Class Representatives, the

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

appointment of Class Counsel for Plaintiffs and the Class, the approval of Verita Global, LLC, as the Settlement Administrator, the various forms of class relief provided under the terms of the Settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Classes:

Settlement Class

All natural persons residing in the United States at the time of the Data Incident whose Private Information was potentially compromised in the Data Incident, including persons who received notification of the Data Incident from Defendants. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.²

California Settlement Subclass

All members of the Settlement Class who were residing in California in September or October of 2021.

3. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of roughly 679,604 Class Members, satisfying numerosity; there are common questions of law and fact including whether Defendants may have failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Incident,

² "Data Incident" shall mean the cyberattack Defendants experienced on or about September 28, 2021 giving rise to the Litigation.

satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Monique Derr, Randell Huff, Paola Manzo, Megan Murillo, and Melissa Thomas as the Class Representatives.

5. The Court appoints Bryan L. Bleichner of Chestnut Cambronne P.A., and Nathan D. Prosser of Hellmuth & Johnson PLLC as Class Counsel for the Class.

6. The Court appoints Verita Global, LLC as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on ___[date]_____, 2026 at ___[time]_____ CT for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan as conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;

- e. To determine whether the Service Awards of \$4,000.00 to each of the five Class Representatives should be approved by the Court;
- f. To determine whether the requested Class Counsel's combined attorneys' fees, of up to one-third of the Settlement Fund (\$1,061,666.67) and litigation expenses up to \$50,000.00, should be approved by the Court;
- g. To determine whether the settlement benefits are fair, reasonable, and adequate; and
- h. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notices. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of Federal Rules of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+5 days
Settlement Administrator Funds Deposited by Defendant for Notice	+15 days
Notice Date	+30 days
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days (-42 days before the Final Fairness Hearing)
Objection Deadline	+90 days (+60 days after the Notice Date)
Opt-Out Deadline	+90 days (+60 days after the Notice Date)
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	+100 days (+10 days after the Objection and Opt-Out Deadlines)
Claims Deadline	+120 days (+90 days after the Notice Date)
<u>Final Approval Hearing</u>	
	_____, 2026
Motion for Final Approval	14 days before Final Approval Hearing
<u>From Order Granting Final Approval</u>	
Effective Date	+60 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Class Representative Service Awards	+60 days after the Effective Date
Payment of Claims to Class Members	+60 days after the Effective Date
Payment of Attorneys' Fees and Expenses	+60 days after the Effective Date
Settlement Website Deactivation	+90 days after the Effective Date

10. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after

the Notice Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Notices and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Date. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the Settlement or be bound by this Agreement. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Verita Global, LLC, or Class Counsel. Class Members who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under Federal Rule of Civil Procedure 23(e)(5). For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Date and include each and all of the following:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for

- any reason related to the objection to the Settlement or Motion for Attorneys' Fees, Costs, and Service Awards;
- d. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
 - e. a list of all cases, including case name, court file number, and court, in which the objector has previously filed an objection;
 - f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - g. a statement confirming whether the objector intends to personally appear at the Final Approval Hearing, and whether the objector intends to offer testimony;
 - h. the objector's signature (an attorney's signature is not sufficient).

Any Objection failing to include the requirements expressed above will be deemed to be invalid. Furthermore, any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to

Defendants in this Litigation.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendants.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Class.

IT IS SO ORDERED this ____ day of _____, 2026.

Chief Judge Patrick J. Schiltz
United States District Court
District of Minnesota