

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into by Plaintiff Yvette Price, individually and on behalf of all others similarly situated, and Defendant First Financial Security, Inc. to effect a full and final settlement and release of all claims that brought in the lawsuit, *Yvette Price v. First Financial Security, et al.*, U.S. District Court for the Central District of California, Case No. 2:24-cv-10985-MCS-RAO, on the terms set forth below and to the full extent reflected herein. The Agreement is made as of the date on which all Parties sign this Agreement.

I. DEFINITIONS

1. As used in this Agreement and the related documents attached hereto as exhibits, the following terms have the meaning specified below, whether or not capitalized:

1.1. “**Action**” means this lawsuit, entitled *Yvette Price v. First Financial Security, et al.*, pending in the U.S. District Court for the Central District of California, Case No. 2:24-cv-10985-MCS-RAO, filed on December 20, 2024.

1.2. “**Administration Fees and Costs**” means all fees, costs, and expenses incurred by the Administrator while carrying out its duties under this Agreement, including, but not limited to: issuing notice and administering, calculating, and distributing the Net Settlement Amount to Class Members. The Settlement Administrator’s estimated Administration Fees and Costs are set forth in Exhibit D to this Agreement.

1.3. “**Administrator**” means and refers to Simpluris, an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Court to provide notice and administer the settlement of the Action.

1.4. “**Agreement**” means this Class Action Settlement Agreement, including all exhibits attached hereto.

1.5. “**Approved Claim**” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is complete and timely, and submitted in accordance with the directions on the Claim Form and terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Class Payment as set forth herein; and (d) has been deemed valid by the Settlement Administrator.

1.6. “**California Class**” or “**California Class Members**” means all individuals residing in the State of California whose Private Information was compromised in the data breach announced by First Financial Security, Inc. that occurred on or around October 17, 2023.

1.7. “**Claim Deadline**” means 90 days after the Preliminary Approval Date or as otherwise ordered by the Court, which date shall be specified in the Notices.

1.8. “**Claim Form**” means the form Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein, substantially in the form of Exhibit A to this Agreement. The Claim Form shall require a sworn signature under penalty of perjury but shall not require notarization or any other form of verification.

1.9. “**Class Counsel**” means and refers to Wilshire Law Firm, PLC attorneys Thiago M. Coelho, Chumahan B. Bowen, Lauren M. Lenzion, Jennifer M. Leinbach, Jesenia M. Martinez, and Jesse S. Chen.

1.10. “**Class Counsel’s Fees and Costs**” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Gross Settlement Amount.

1.11. “**Class Members**” or “**Classes**” mean all persons meeting the criteria of Nationwide Class and California Class as defined herein. The Classes exclude Defendant and any entity in which Defendant has a controlling interest; Defendant’s directors, officers, and employees; Defendant’s legal representatives, successors, and assigns; all judges assigned to this case and any members of their immediate families; the Parties’ counsel in this Action; and all persons who validly request exclusion.

1.12. “**Class Period**” means the period covered by this Settlement is October 17, 2023, through up to and including entry of Final Judgment, inclusive.

1.13. “**Complaint**” means the Complaint by Plaintiff Yvette Price on December 20, 2024 [ECF No. 1], and all amendments thereto, including but not limited to the operative First Amended Complaint [ECF No. 18], filed on February 28, 2025.

1.14. “**Court**” means the U.S. District Court for the Central District of California.

1.15. “**Cy pres Recipient(s)**” means the California Health Care Foundation, or some other one or more charitable organizations agreed to by the Parties and approved by the Court.

1.16. “**Day(s)**” means calendar days, except, when computing any period of time prescribed or allowed by this Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run consistent with Federal Rule of Civil Procedure 6(a)(1). Further, when computing any period of time prescribed or allowed by this Agreement, “days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.17. “**Data Incident**” means the alleged exposure of Defendant customer information, including names, Social Security numbers, addresses, dates of birth, medical information, and phone numbers, occurring on or about October 17, 2023, and any other exposures of customer information alleged in the Action.

1.18. “**Defendant**” means and refers to First Financial Security, Inc.

1.19. “**Defendant’s Counsel**” means and refers to Ian A. Stewart and Adam E. Wayne of Wilson Elser Moskowitz Edelman & Dicker LLP.

1.20. “**Effective Date**” means 5 days after which all the following events and conditions of this Agreement have occurred or been met: (a) the Court has entered a Final Approval

Order approving this Agreement; (b) the Court has entered Final Judgment that has become final in that the time for appeal, petition, writ has expired or, if an appeal, petition, or writ is taken and the Final Judgment is affirmed, the time period during which further petition for hearing, appeal, or writ can be taken has expired; and (c) Defendant has transferred the Gross Settlement Amount to the Administrator. If the Final Judgment is set aside, modified without consent of the Parties, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may jointly agree in writing to deem the Effective Date to have occurred.

1.21. “**Final**” means with respect to a judgment or order means that all the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.22. “**Final Approval Hearing**” means the Court hearing where Plaintiff will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court enter Final Judgment. The Final Approval Hearing shall be no sooner than 180 days following the Preliminary Approval Order.

1.23. “**Final Approval Order**” means the final order to be entered by the Court, following the Final Approval Hearing, approving this Agreement.

1.24. “**Final Judgment**” means a document labeled by the Court as such and that has the effect of a judgment under Federal Rules of Civil Procedure 23(c)(3), 54, and 68.

1.25. “**Gross Settlement Amount**” means an amount not to exceed One Million Two Hundred Thousand U.S. Dollars with Zero Cents (\$1,200,000.00). The Gross Settlement Amount will include the amounts to be paid to Class Members. Defendant shall fully fund the GSA within 14 days of the date by which both the Court has entered a judgment on an order granting final approval of this Settlement and that judgment is final, with the Judgment being final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters judgment; (b) if one or more participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur.

1.26. “**Long Form Notice**” means the longer description of the case and Settlement substantially in the form of Exhibit C.

1.27. “**Nationwide Class**” or “**Nationwide Class Members**” mean all individuals whose Private Information was compromised in the data breach announced by First Financial Security, Inc. that occurred on or around October 17, 2023.

1.28. “**Net Settlement Amount**” means the Gross Settlement Amount, minus Class Counsel’s Fees and Costs, Administration Fees and Costs, and Service Award.

1.29. “**Notice(s)**” means the Long Form Notice and Short Form Notice, collectively.

1.30. “**Notice Date**” means shall be 60 days from entry of the Preliminary Approval Order and shall be the date on which the Administrator will commence the Notice Program detailed in herein.

1.31. “**Objection Deadline**” means the date by which a Class Member must submit a Written Objection to the Administrator. The Objection Deadline shall be 90 days after the Notice Date.

1.32. “**Opt-out Deadline**” means the date by which a Class Member must submit a request to be excluded or opt out to the Administrator. The Opt-Out Deadline shall be 90 days after the Notice Date.

1.33. “**Parties**” means and refers to Plaintiff and Defendant, collectively.

1.34. “**PHI**” means protected health information.

1.35. “**PII**” means personal identifying information.

1.36. “**Plaintiff**” or “**Class Representative**” means and refers to Yvette Price.

1.37. “**Preliminary Approval Date**” the date the Preliminary Approval Order has been executed and entered by the Court.

1.38. “**Preliminary Approval Order**” means the order certifying the proposed Class for settlement purposes, preliminarily approving this Agreement, approving the Notices and setting a date for the Final Approval Hearing.

1.39. “**Private Information**” means PHI and PII, collectively.

1.40. “**Released Class Claims**” shall collectively mean any and all claims and causes of action including, without limitation, any causes of action asserted in the Action; and all similar statutes in effect in any states in the United States as defined herein; violations of the California and similar state consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Class Member against any of the Released Parties based on, relating to, concerning or

arising out of the Data Incident and alleged theft of Private Information, or other personal information or the allegations, facts, or circumstances described in the Action. Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Agreement, and shall not include the claims of Class Members who have timely excluded themselves from the Class.

1.41. “**Released Parties**” means Defendant, and any other person or entity involved in or responsible for the alleged Data Incident, as well as their respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, insurers, and insurance policies, and each of their respective former or present directors, officers, employees, agents, contractors, attorneys, accountants, and insurers.

1.42. “**Service Award**” means any monetary award to Plaintiff the Court may choose to grant upon application by Class Counsel for any settlement payment Plaintiff would not otherwise be entitled as a Class Member.

1.43. “**Settlement**” means the settlement reflected by this Agreement.

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

1.45. “**Short Form Notice**” means the longer description of the case and Settlement substantially in the form of Exhibit B.

1.46. “**Unknown Claims**” means any of the Released Claims that any Class Member, including Plaintiff, does not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff and Defendant expressly shall have, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, 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.

No claims not falling within the definition of Released Claims will be released as part of this Settlement. However, Class Members, including Plaintiff and Defendant, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff and Defendant expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class

Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Agreement of which this Release is a part.

1.47. “**Written Objection**” means the written notice that a Class Member may submit to the Court objecting to the Agreement.

II. RECITALS

1. On December 20, 2024, Plaintiff, on behalf of herself and those similarly situated, filed the Action, asserting legal claims against Defendant for the alleged unauthorized disclosure of Private Information arising from the Data Incident.

2. Defendant disputes the claims and allegations in the Action and denies that it has violated any laws or otherwise committed any wrongdoing, that it has any liability to Plaintiff and Class Members, or that Plaintiff and Class Members are entitled to any form of relief against Defendant based on such claims or matters.

3. The Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through formal and informal fact discovery. The Parties conducted a mediation with Hon. Evelio M. Grillo (Ret.) on November 25, 2025. Though no resolution was reached after the full-day, arms’-length mediation, Judge Grillo’s continued efforts engaged the Parties to continue settlement discussions. Judge Grillo’s efforts culminated in the Parties’ reaching a resolution of the Action that is the basis of this Agreement.

4. Plaintiff and Class Counsel believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the settlement is fair, adequate, reasonable, and in the best interests of the Classes.

5. Defendant has at all times denied and continues to deny any and all alleged wrongdoing or liability. Even so, taking into account the uncertainty and risks inherent in litigating this case, Defendant and Defendant’s Counsel have concluded that continuing to defend this Action would be burdensome and expensive. Defendant enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

6. The Parties desire to settle this Action in its entirety as to Plaintiff, the Classes, and Defendant with respect to all claims arising out of the facts underlying and alleged in this Action. The Parties intend this Agreement to bind Plaintiff (both individually and as Class Representative), Class Members, and Defendant.

7. In light of the foregoing, for good and valuable consideration, the Parties and each of them, hereby agree, subject to the Court’s approval, as follows.

III. CERTIFICATION OF THE SETTLEMENT CLASS

1. For settlement purposes only, Plaintiff will request that the Court certify the Classes as defined herein.

2. The Parties agree, for purposes of this settlement only, to the certification of the Classes. If the settlement set forth in this Agreement is not approved by the Court, or if the Agreement is deemed null and void pursuant to the terms of this Agreement, this Agreement, and the certification of the Classes provided for herein, will be vacated and the Action shall proceed as though the Classes had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Classes is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

IV. SETTLEMENT BENEFITS

1. **Defendant's financial commitment:** Defendant's financial commitment under this Agreement shall not exceed the Gross Settlement Amount of One Million Two Hundred Thousand U.S. Dollars with Zero Cents (\$1,200,000.00). Defendant shall have no other financial obligations under this Agreement or to the Classes or Class Counsel.

1.1. Defendant shall make the Gross Settlement Amount payments in accordance with the following schedule:

1.1.1. **Administrator Costs and Fees.** Amounts equal to the costs actually incurred in accordance with this Agreement by the Administrator, to be paid within 30 days of when such amounts are invoiced to Defendant along with wire instructions and other required documentation and become due and owing. Defendant is not required to advance costs until such time as costs are actually incurred.

1.1.2. **Class Counsel's Attorneys' Fees and Costs and Service Award.** An amount equal to the Class Counsel's Attorneys' Fees and Costs and Class Representative Service Award, to be remitted to the Settlement Administrator within 10 days of the Effective Date.

1.1.3. **Net Settlement Amount.** An amount equal to the Net Settlement Amount, to be remitted within 10 business days of the Effective Date.

1.2. Class Payments to Class Members

1.2.1. **Claim submission.** Class Members will be notified of the requirement to submit a timely and valid Claim Form for the following out-of-pocket expenses incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-charge fees; (vii) long distance telephone charges; (viii) cell minutes (if charged by minute); internet usage charges (if charged by minute or by the amount of data usage and incurred solely as a result of the Data Incident) and text messages (if charged by the message and incurred solely as a result of the Data Incident); (ix) unreimbursed charges from banks or credit card companies; (x) postage, gasoline

for travel, and other incidental expenses; (xi) interest on payday loans due to card cancellation or due to over-limit situations incurred solely as a result of the Data Incident; (xii) up to three (3) hours of documented lost time spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, or closing or modifying accounts, but only if at least (1) full hour was spent and only if the time can be documented with reasonable specificity by answering the questions on the claim form; and (xiii) costs of credit report(s), credit monitoring, or other identity theft insurance product purchased by Class Members between October 17, 2023 and the date of the Preliminary Approval Order (where claimed with an affirmative statement by the Class Member that it was purchased primarily because of the Data Incident).

1.2.2. Information submitted by Class Members pursuant to this Agreement shall be deemed confidential and protected as such by the Parties.

1.2.3. Through the Notices, Class Members will be notified of the Agreement and that they are eligible to receive compensation for their claimed out-of-pocket expenses as described above, not to exceed \$500.00 per Class Member. Only one payment per household will be allowed. In the event the Net Settlement Amount is insufficient to distribute a full \$500.00 per valid claim made, as determined by the Administrator, the amount paid per claim will be reduced on a *pro rata* basis. In no instance will additional funds be added to the Net Settlement Amount. Any funds remaining in the Net Settlement Amount after payments to Class Members (including uncashed checks sent to Class Members and unclaimed net settlement amounts) will revert to one or more charitable *Cy Pres* Recipients jointly selected by the Parties and approved by the Court.

1.2.4. Claimant List. No later than 14 days after the Claim Deadline, the Administrator shall provide the Parties with all Claim Forms that were submitted to the Administrator.

1.2.5. The Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Approved Claims. The Administrator and Parties shall have the right to audit claims, and the Administrator may request additional information from claimants. If any fraud is detected or reasonably suspected, the Administrator and Parties can require further information from a claimant (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. Subject to the Parties' audit rights, the Settlement Administrator shall approve or deny all claims, and its decision shall be final and binding.

1.2.6. No person shall have any claim against Plaintiff, Defendant, Class Counsel, Defendant's Counsel, or the Administrator based on any determination of an Approved Claim or Class Payments made in accordance with this Agreement and Exhibits attached hereto. Neither Plaintiff, Defendant nor their counsel, shall have any liability whatsoever for any act or omission the Administrator.

1.2.7. Class Payment Distribution. Within 30 days of the Effective Date, the Administrator shall distribute the Class Payments to Class Members who submitted Approved Claims via each Class Member's selected payment option: either via ACH transfer or check. Checks shall expire after 180 days.

1.3. **Identity Theft Protection:** Defendant will offer all Settlement Class Members 2 years of CyEx’s Medical Shield Complete, which provides credit monitoring, medical identity monitoring, real-time alerts, and \$1,000,000.00 in identity theft insurance coverage. Similar products are currently offered to the public for \$24.99 per month. Codes will be distributed to claimants in the notice and services will be activated by the Administrator within 30 days of the Effective Date.

1.4. **Distribution of Any Remaining Settlement Amount:** The Parties recognize that certain Class Members may not make a claim and elect to receive Class Payments, and that Class Members who submit an Approved Claim and receive Class Payments by check may not cash or deposit their checks within the 180 days before such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 210 calendar days after Class Payments have been distributed, the Administrator will determine the amount of any remainder in the Net Settlement Amount, considering any further Administration Fees and Costs that the Administrator may incur (the “Net Settlement Amount Remainder”). Defendant shall not have any reversionary interest in the Net Settlement Amount Remainder. If a Net Settlement Amount Remainder exists, the Settlement Administrator will cause the Net Settlement Amount Remainder to be paid to the the *Cy pres* Recipient, or some other charitable organization(s) agreed to by the Parties and approved by the Court.

2. **Information Security Enhancements.** Since the Data Breach, and as a result of the Action, Defendant has spent a total of \$237,200.00 on information security enhancements. The information security enhancements that Defendant has already implemented include, but are not limited to:

2.1. Following the October 2023 Citrix Bleed–related security incident, Defendant implemented a comprehensive cybersecurity transformation program, with the highest priority placed on eliminating identified root attack surfaces and modernizing identity and access security controls. The most critical enhancement was the full decommissioning of the Citrix environment and migration to ShareFile and Windows 365 Cloud PCs, permanently removing the exploited vulnerability and segmenting user access. Equally significant was the implementation of a passwordless, biometric, multi-factor authentication model through CyberArk Identity and Microsoft Entra ID, eliminating password-reuse risk and establishing phishing-resistant authentication. These measures were reinforced by strict Conditional Access and U.S.-only geofencing policies, significantly reducing credential replay and international intrusion attempts. Administrative privilege segmentation and Active Directory cleanup further reduced privilege abuse risk, while BitLocker encryption and Microsoft Intune centralized device management strengthened endpoint control and compliance.

2.2. Detection and response capabilities were substantially elevated through deployment of Adlumin SIEM/XDR with 24×7 SOC monitoring and Huntress EDR with active threat hunting, reducing mean time to detect to under 15 minutes and enabling rapid automated containment. Data protection controls were modernized via Microsoft 365 DLP, PII blocking, automated ShareFile retention, and full cloud backup coverage with defined RPO/RTO objectives, ensuring both breach prevention and recoverability. Supporting improvements in vulnerability management, dark web monitoring, firewall reconfiguration, and employee phishing training further reduced residual risk. Collectively, these prioritized enhancements transitioned FFS to a

Zero Trust–aligned, continuously monitored security architecture and advanced the organization to NIST Cybersecurity Framework maturity levels 3–4 (Managed to Adaptive), materially strengthening resilience, regulatory alignment, and long-term cyber defense posture.

2.3. Nothing about this provision shall create any contractual rights to any present or future equitable remedy requiring Defendant to make or maintain any particular security processes or procedures in the future.

V. RELEASES

1. Upon the Effective Date, each Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

2. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Class Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Agreement. Any other claims or defenses Defendant may have including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

3. Notwithstanding any term herein, neither Defendant or the Related Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any person other than Plaintiff, each and all of the Class Members, and Class Counsel.

VI. NOTICE TO CLASS MEMBERS

1. **Administration of Notice:** The Settlement Administrator shall effectuate the Notice Program described herein and under the Preliminary Approval Order.

2. **Notice Program:** The Parties agree upon, and Plaintiff will request the Court's approval of, the following forms and methods of notice to Class Members:

2.1. **Direct mail notice.** The Notices and Claim Form approved by the Court shall be provided to Class Members via U.S. mail to the postal address provided when the Class Members conducted transactions with Defendant.

2.2. **Email notice.** The Notices and Claim Form approved by the Court shall be provided to Class Members via email to the email addresses provided when the Class Members conducted transactions with Defendant.

2.3. **Settlement Website.** The Administrator shall establish a dedicated Settlement Website and shall maintain and update the Settlement Website throughout the claim period, with the forms of Notices and Claim Form approved by the Court, as well as this

Agreement. A toll-free help line shall be made available to provide Class Members with additional information about the Settlement. The Settlement Website and toll-free help line shall remain online and operable for at least six months after Final Approval.

2.4. The Administrator also will provide copies of the forms of the Notices and Claim Form approved by the Court, as well as this Agreement, upon request. Contemporaneously with seeking Final Approval, Proposed Settlement Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order. No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide to the Claims Administrator an electronic list from their records that includes the names, addresses and email addresses (if any) of Settlement Class Members for purpose of effectuating Notice.

2.5. Defendant will also cause the Administrator to provide (at Defendant's expense) notice to the relevant state and federal governmental officials as required by the Class Action Fairness Act.

VII. OPT-OUT PROCEDURE

1. Each person wishing to opt-out of the Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Administrator. The written notice must: (i) include the Class Member's full name, address, telephone number, and email address (if any); (ii) include the case name and number; and (iii) clearly manifest the person's intent to be excluded from the Class. To be effective, written notice must be postmarked no later than 60 days after the date on which the Notice Program commences.

2. All persons who submit valid and timely notices of their intent to be excluded from the Class, as set forth above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Agreement. All persons falling within the definition of the Class who do not request to be excluded from the Class in the manner set forth above shall be bound by the terms of this Agreement and Judgment entered thereon.

VIII. OBJECTION PROCEDURE

1. Each Class Member desiring to object to the Settlement shall submit a timely written notice of his or her objection by the Objection Date to the designated Post Office box established by the Administrator. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and number; and (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of original notice of the Data Incident). Any Class Member has the right to appear at the Final Approval hearing to present objections, regardless of whether they submitted a written objection.

2. Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel, whether or not they have submitted a timely Written Objection. Class Counsel does not represent Objectors in connection with any Written Objection to this Agreement.

3. **Objectors' Attorneys' Fees and Costs:** Objectors shall be solely responsible for their attorneys' fees and costs.

4. **No Solicitation of Settlement Objections:** At no time shall any Party or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the Agreement or encourage an appeal from the Court's Final Approval Order.

5. **Objector List:** No later than 14 business days after the Objection and Opt-Out Deadline, the Administrator shall provide Class Counsel and Defendant's Counsel with all valid and timely Written Objections.

6. Without limiting the foregoing, any challenge to the Agreement, the final order approving this Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

IX. CLASS COUNSEL'S FEES, COSTS, AND PLAINTIFF'S SERVICE AWARD

1. **Class Counsel's Fees and Costs:** Class Counsel will apply by motion to the Court seeking payment for attorneys' fees and costs incurred in prosecuting this Action (the "Motion for Attorneys' Fees and Costs"). Class Counsel will seek up to 33% of the Gross Settlement Amount for attorneys' fees, currently estimated at \$396,000.00 ("Class Counsel's Fees"), plus reimbursement for reasonable costs and expenses incurred by Class Counsel ("Class Counsel's Costs"). Any portion of Class Counsel's Fees and/or Costs which are not approved by the Court will revert to the Net Settlement Amount.

2. **Service Award:** Class Counsel may also apply for a Class Representative Service Award to Plaintiff of \$5,000.00. Any Service Award is not a measure of damages whatsoever but is solely an award for Plaintiff's service as Class Representative and prosecuting this Action. For tax purposes, any Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide An IRS Form W-9 for Plaintiff within 60 days after the Effective Date. The Settlement Administrator shall issue an IRS Form 1099-MISC for any Service Award payment to Plaintiff. The Settlement Administrator shall wire any Service Award payment to accounts specified Class Counsel no later than 30 calendar days after the Effective Date.

3. **Limitation on Further Payment:** Defendant shall not be liable for any additional fees or expenses of Plaintiff or any Class Member in connection with the Action beyond what is described in this Agreement. Class Counsel agree that they will not seek any additional fees or costs from Defendant in connection with the Action or the Agreement beyond the approved Class Counsel's Fees and Costs Award.

X. SETTLEMENT APPROVAL

1. **Preliminary Approval:** Plaintiff will move for approval of the Agreement to the Court as fair and reasonable. Defendant will not object or otherwise oppose, and the Parties will undertake their best efforts to obtain such approval. The Parties therefore agree that Plaintiff shall submit this Agreement, together with its Exhibits, to the Court and shall apply for entry of a Preliminary Approval Order (the “Motion for Preliminary Approval”), The Motion for Preliminary Approval may be made by way of a calendared motion.

2. **Content and Filing of Motion for Preliminary Approval:** Class Counsel shall draft and file the Motion for Preliminary Approval requesting issuance of the Preliminary Approval Order. The Motion for Preliminary Approval shall be written in a neutral manner.

3. **Final Approval and Final Judgment:** In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final approval (the “Motion for Final Approval”), the proposed Final Approval Order, and the proposed Final Judgment.

4. **Failure to Approve Agreement:** In the event the Agreement is not approved, or in the event that its approval is conditioned on any modifications that are not acceptable to either Party, then, at either Party’s election, (a) this Agreement shall be null and void and of no force and effect and (b) any release shall be of no force and effect. In such event, the Action will revert to the status that existed before the Agreement’s execution date, the Parties shall return to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

XI. MISCELLANEOUS PROVISIONS

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

2. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith, and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth herein.

3. Neither the Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is

or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

5. The Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made by the Parties.

6. All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Court or by written agreement of the Parties' counsel without notice to the Class Members.

7. Class Counsel, on behalf of the Classes, is expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Class Members pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of Class Members which they deem appropriate in order to carry out the spirit of this Agreement and to ensure fairness to Class Members.

8. Each counsel or other person executing the Agreement on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

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

10. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

11. This Agreement shall be governed by, interpreted and construed pursuant to the laws of the State of California, without giving effect to any conflicts of law principles. Any and all disputes arising out of or related to the settlement or Agreement must be brought by the Parties or each Class Member exclusively in this Court. The Parties and each Class Member hereby irrevocably submit that any suit, action, proceeding or dispute arising out of this Agreement shall be brought in the United States District Court for the Central District of California.

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

13. Cashing a settlement check is a condition precedent to any Class Member's right to receive settlement benefits. All settlement checks shall be void 180 days after issuance and shall bear the language: "This check must be cashed within 180 days, after which time it is void." If a check becomes void, the Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member's right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

14. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf of, any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of the Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any Party or their counsel. This Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

15. **Notices:**

15.1. All notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Class Counsel:

Thiago M. Coelho
Jesenia A. Martinez
Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Email: *thiago.coelho@wilshirelawfirm.com*
Email: *JeseniaMartinezsTeam@wilshirelawfirm.com*

15.2. All notices to Defendant’s Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Defendant’s Counsel:

Ian A. Stewart
Adam E. Wayne
Wilson Elser Moskowitz Edelman & Dicker, LLP
555 S. Flower St., Suite 2900
Los Angeles, California 90071
Email: *ian.stewart@wilsonelser.com*
Email: *adam.wayne@wilsonelser.com*

16. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement.

IT IS SO AGREED.

PLAINTIFF

Dated: 3/21/2026

Signed by:


3AE085C1AB3842C
YVETTE PRICE

DEFENDANT

Dated: 3/19/26



FIRST FINANCIAL SECURITY, INC.

By (name and title): Trent Asher - CIO