

**EXHIBIT 1**

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Griffin Cook (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below), and (ii) QPharma Inc. (“QPharma” or “Defendant”) in the case titled *Griffin Cook v. QPharma Inc.*, Case No. 25BA-CV01773, in the Circuit Court of Boone County, Missouri (the “Action”). Defendant and Plaintiff are collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, on March 27, 2025, Plaintiff filed a Complaint against Defendant in the Circuit Court of Boone County, Missouri relating to a data security incident affecting Defendant which occurred on or around December 16, 2024 (the “Data Incident”), asserting claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty;

WHEREAS, Plaintiff and Class Counsel (as defined below) believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, has made a thorough study of the legal principles applicable to claims and defenses asserted in the Action, and has conducted a thorough assessment of the strengths and weaknesses of the claims in the Action;

WHEREAS, Defendant asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representative and the Class that they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Rule 52.08 of the Missouri Rules of Civil Procedure;

WHEREAS, following extensive arm’s length settlement negotiations, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement;

WHEREAS, Plaintiff and Class Counsel have concluded, after investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted in the Action, the status of the Action and the possible legal, factual and procedural defenses thereto, that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interest in avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that Plaintiff considers the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class; and Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS, Defendant, after vigorous, arms-length negotiations, has agreed to provide certain monetary and non-monetary measures in settlement for the benefit of the Settlement Class, as provided in this Agreement;

WHEREAS, Defendant, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever;

NOW, THEREFORE it is agreed by and between the undersigned on behalf of Defendant and Plaintiff, on behalf of the Settlement Class, that any and all claims asserted, or that could have been asserted, against Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other individuals and putative classes of individuals originating, or that may originate, in jurisdictions in the United States against Defendant and the Released Persons relating to the Data Incident, subject to the approval of the Court, on the following terms and conditions.

## **I. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. **“Action”** means the class action lawsuit captioned *Griffin Cook v. QPharma Inc.*, Case No. 25BA-CV01773, pending in the Circuit Court of Boone County, Missouri.
2. **“Alternative Cash Payment”** means a cash payment of \$50.00 that Settlement Class Members may elect to receive in the alternative to claims for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses as set forth in Paragraph 41.
3. **“Approved Claim”** means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
4. **“Attorney’s Fee Award”** means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.
5. **“Claim Form”** means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit C**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.
6. **“Claims Deadline”** means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.
7. **“Claims Period”** means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.
8. **“Class Counsel”** means Cassandra P. Miller of Strauss Borrelli PLLC.
9. **“Class Representative”** means Griffin Cook, the Plaintiff in the Action.

10. **“Court”** means the Circuit Court of Boone County, Missouri.
11. **“Credit Monitoring Services”** means two years of one-bureau credit monitoring provided through the Settlement Administrator. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.
12. **“Data Incident”** means the data security incident effecting Defendant which occurred in or around December 2024.
13. **“Defendant’s Counsel”** means John T. Mills of Gordon Rees Scully Mansukhani.
14. **“Effective Date”** means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.
15. **“Extraordinary Losses”** means unreimbursed costs, expenses and/or fees that are incurred or spent by a Settlement Class Member that are fairly traceable to the Data Incident, including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information; (ii) costs incurred on or after December 16, 2024 such as fees for credit reports, credit monitoring or other identity theft insurance products, purchasing or extending additional credit monitoring or identity theft protection service and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Ordinary Loss(es) such as notary, fax, postage, copying, mileage, and long-distance telephone charges, which is not already covered by the Ordinary Losses or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under any available credit card, credit monitoring/identity protection or financial service insurance, as set forth in Paragraph 41.
16. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Rule 52.08 of the Missouri Rules of Civil Procedure, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in

this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

17. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to and whether to issue the Final Approval Order and Judgment.

18. “**Litigation Costs and Expenses**” means costs and expenses actually incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action.

19. “**Lost Time**” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Data Incident, up to a maximum of four (4) hours at \$20.00 per hour, subject to the \$750.00 cap on Ordinary Losses as set forth in Paragraph 41.

20. “**Notice**” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”).

21. “**Notice Deadline**” means the last day by which Notice must begin to issue to the Settlement Class Members, and which will occur thirty (30) days after entry of the Preliminary Approval Order.

22. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

23. “**Objection Deadline**” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

24. “**Opt-Out Deadline**” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

25. “**Ordinary Losses**” means unreimbursed costs, expenses and/or fees that are incurred or spent by a Settlement Class Member that are fairly traceable to the Data Incident, including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information; (ii) costs incurred on or after December 16, 2024 such as fees for credit reports, credit monitoring or other identity theft insurance products, purchasing or extending additional credit monitoring or identity theft protection service and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Ordinary Loss(es) such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as set forth in Paragraph 41.

26. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 55.

27. **“Personal Information”** means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

28. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Rule 52.08 of the Missouri Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

29. **“Released Claims”** means any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, defenses, and remedies of every kind or description in law or in equity, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; all Missouri consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of implied contract; breach of express contract; breach of fiduciary duty; breach of confidence; invasion of privacy; intrusion upon seclusion; 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 monetary sanctions or damages for contempt, injunctive, equitable or declaratory relief, rescission, restitution, disgorgement, general, compensatory, statutory, special, liquidated, indirect, incidental, consequential, punitive, or exemplary damages, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, the appointment of a receiver as well as any and all claims for treble damages, penalties, or interest, as well as any other form of relief—whether known or unknown (including Unknown Claims as set forth in Paragraph 67), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had, have or may in the future have, that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices as they relate to or arise from the Data Incident, or Defendant’s maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Agreement,

and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

30. **“Released Parties”** means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, as well as clients of Defendant and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

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

32. **“Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

33. **“Service Award”** means compensation awarded by the Court and paid to any Class Representative in recognition of his role in this litigation.

34. **“Settlement”** means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

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

36. **“Settlement Class”** means the persons who are identified on the Settlement Class List, which includes all individuals residing in the United States whose Personal Information was

potentially compromised in the Data Incident affecting Defendant which occurred in December 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Defendant represents that the Settlement Class consists of approximately 937 individuals.

37. **“Settlement Class List”** means the list generated by Defendant containing the full names and current or last known home addresses and email addresses (where known to Defendant) for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

38. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

39. **“Settlement Payment”** or **“Settlement Check”** means the payment to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraph 45.

40. **“Settlement Website”** means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

## **II. SETTLEMENT BENEFITS**

41. **Benefits.** Subject to the terms of this Agreement, Defendant will pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses, and/or an Alternative Cash Payment, as described below, to Settlement Class Members who submit an Approved Claim:

a. **Credit Monitoring Services.** Settlement Class Members may submit a Claim Form to enroll in two (2) years of one-bureau Credit Monitoring Services provided through the Settlement Administrator.

b. **Ordinary Losses.** Settlement Class Members may submit a Claim Form for reimbursement of Ordinary Losses (as defined in Paragraph 25) up to Seven Hundred Fifty Dollars and Zero Cents (\$750.00). Settlement Class Members who elect to submit a Claim

Form for reimbursement of Ordinary Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting a Claim Form for reimbursement of Ordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation. Settlement Class Members shall not be reimbursed for Ordinary Loss(es) if they have already been reimbursed for the same Ordinary Loss(es) by another source, including but not limited to any credit card, credit monitoring/identity protection or financial service insurance. Claims for reimbursement of Ordinary Losses can be combined with claims for Lost Time as set forth in Paragraph 41(d) below; however, those claims are subject to a combined \$750.00 aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Losses and Lost Time exceed, in the aggregate, Seven Hundred Fifty Dollars and Zero Cents (\$750.00).

c. **Extraordinary Losses.** Settlement Class Members may submit a Claim Form for reimbursement of Extraordinary Losses (as defined in Paragraph 15) up to Five Thousand Dollars and Zero Cents (\$5,000.00). In addition to the information and documentation required to support a claim for reimbursement of Ordinary Losses as set forth in Paragraph 41(b) above, Settlement Class Members must also submit information and/or documentation (attestation alone is insufficient) demonstrating that they have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under any available credit card, credit monitoring/identity protection or financial service insurance. Moreover, a claim for reimbursement of Extraordinary Losses must meet the following conditions:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was more likely than not caused by the Data Incident;
- iii. The loss was incurred after December 16, 2024; and
- iv. The loss is not already covered by the Ordinary Losses or Lost Time categories, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

d. **Lost Time.** Settlement Class Members may submit a Claim Form for Lost Time (as defined in Paragraph 19), up to 4 hours at a rate of \$20.00 per hour (for a total of \$80.00) per claimant. Settlement Class Members who elect to submit a claim for Lost Time must provide to the Settlement Administrator the information required to evaluate the claim, including a brief description of the time incurred and the activities undertaken by the Settlement Class Member. Claims for Lost Time can be combined with claims for

reimbursement for Ordinary Losses as set forth in Paragraph 41(b) above; however, those claims are subject to a combined \$750.00 aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Losses and Lost Time exceed, in the aggregate, Seven Hundred Fifty Dollars and Zero Cents (\$750.00).

e. **Alternative Cash Payment:** In lieu of the benefits made available under Paragraph 41(a)-(d) above, Settlement Class Members may submit a Claim for a single fifty dollar and zero cents (\$50.00) cash payment. For the avoidance of doubt, Settlement Class Members electing an Alternative Cash Payment may not submit a Claim for any other form of reimbursement that may otherwise be available under this agreement, including Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses.

42. **Business Practice Commitments.** Upon request, Defendant will provide a confidential declaration to Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits. The information provided by Defendant pursuant to this Paragraph 42, if any, shall be treated as confidential and cannot be used for any other purposes other than enforcement of this Settlement Agreement. Nothing about this Paragraph 42 shall create any contractual rights to any present or future equitable remedy requiring Defendant to make or maintain any particular security process(es) or procedure(s) in the future.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

43. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

44. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment is valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

b. Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. In determining whether claimed Ordinary Losses, Lost Time, or Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss or time spent and whether it occurred on or after December 16, 2024; (ii) whether the alleged loss or time spent involved the types of information for that specific Participating Settlement Class Member that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss or time spent was caused by the Data Incident; and (iv) any other factors the Settlement Administrator reasonably deems relevant.

d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Lost Time, and/or Extraordinary Losses by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

#### **45. Payment.**

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment and also provide funding

instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses and/or an Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45(a).

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

46. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

47. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

48. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

49. **Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

50. **All Claims Satisfied.** Each Settlement Class Member shall look solely to the relief described in this Agreement for settlement and satisfaction, as provided herein, of all Released Claims. No Settlement Class Member, or their respective heirs, executors, trustees, administrators, representatives, agents, partners, successors, attorneys, and assigns, shall have any claim against Defendant, Defendant's Counsel, Plaintiff, or Class Counsel based on the distribution of benefits to Settlement Class Members.

#### IV. SETTLEMENT CLASS NOTICE

51. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice.** Notice shall be disseminated via U.S. mail and email, to the extent Settlement Class Members' email addresses are known to Defendant, to Settlement Class Members. Before Notices are mailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

53. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an Attorneys' Fees Award and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

54. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraph 41, as invoiced, and conditioned on Defendant's Counsel's receipt of a properly completed and duly executed IRS Form W-9 for the Settlement Administrator.

#### V. OPT-OUTS AND OBJECTIONS

55. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the

Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

57. Within seven (7) days after the deadline to opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid Request for Exclusions. To the extent more than ten (10) timely and valid Request for Exclusions are received, Defendant shall have the sole option to terminate this Agreement as set forth in Paragraph 64 below.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- c. Providing Notice to Settlement Class Members via U.S. mail and email, to the extent email addresses of Settlement Class Members are known to Defendant;

- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- i. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include that include information regarding claims, objections, Opt-Outs, and other data agreed to between Class Counsel, Defendant's Counsel and the Settlement Administrator;
- k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

## **VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

59. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class and designation of the Class Representative as the representative for the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the

Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification *de novo* for all other purposes if the aforementioned conditions are not met. Moreover, this Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort, and shall have no precedential effect with regard to any other lawsuit against Defendant that may be pending now or in the future, other than a proceeding seeking to enforce this Agreement.

60. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

61. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Final Approval Order shall be in the form attached as **Exhibit E**.

62. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XI. MODIFICATION AND TERMINATION**

63. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

64. **Termination.** The Parties shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within fourteen (14) days of: (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court; (4) Defendant's receipt of more than ten (10) Opt-Outs (exclusions) after the Opt-Out Deadline from the Settlement Administrator as set forth in Paragraph 52, which right may be exercised solely by Defendant; and (5) the mutual agreement of the Parties to terminate this Agreement. For the avoidance of doubt, no order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Award shall constitute grounds for termination of the Settlement. If an option to terminate this Agreement arises under this paragraph, no Party is required for any reason or under any circumstance to exercise that option. In the event that Defendant opts to terminate this Agreement pursuant to this Paragraph 64, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Plaintiff's and/or Class Counsel and service award(s).

65. **Effect of Termination.** In the event of a termination as provided in Paragraph 63, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement 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 claims and defenses will be preserved. Finally, 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*.

## **VII. RELEASES**

66. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally and forever released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims. Plaintiff, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

67. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiff, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic

losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

68. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiff in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

69. **Limitation of Liability.** The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers, shall not have any liability whatsoever with respect to (i) any

act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

70. **Indemnification.** The Settlement Administrator shall defend, indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

## **VII. SERVICE AWARDS**

71. **Service Award.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a Service Award Payment not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for the Class Representative in recognition of his contributions to this Action, subject to Court approval. Any such Service Award Payment shall be paid by the Defendant, in the amount approved by the Court, to Class Counsel no later than thirty (30) days after the Effective Date or Defendant's Counsel's receipt of a properly completed and duly executed IRS Form W-9 for Class Counsel, whichever is later. The amount of Service Award was negotiated after the primary terms of the Settlement were negotiated.

72. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

## **VIII. ATTORNEYS' FEES, COSTS, EXPENSES**

73. **Attorneys' Fee Award.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking an Attorneys' Fee Award. Defendant agrees not to oppose Class Counsel's request for an Attorneys' Fee Award not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Litigation Costs and Expenses actually incurred by Class Counsel. If Class Counsel seeks more than \$100,000.00 in attorneys' fees or more than \$10,000.00 in Litigation Costs and Expenses actually incurred, Defendant reserves all rights to object and oppose such request. Defendant shall pay the Attorneys' Fee Award, as approved by the Court, to an account established by Class Counsel within thirty (30) days after the Effective Date or Defendant's Counsel's receipt of a properly completed and duly executed IRS Form W-9 for the payee,

whichever is later. The amount of Attorneys' Fee Award was negotiated after the primary terms of the Settlement were negotiated.

74. **Allocation.** The Attorneys' Fee Award will be allocated by Class Counsel. Defendant's obligations with respect to the Court-approved Attorneys' Fee Award shall be fully satisfied upon transmission of the funds into the account established by Class Counsel. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Attorney's Fee Award amongst Plaintiff's counsel and any other attorneys for Plaintiff. Defendant and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

75. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

## **IX. NO ADMISSION OF LIABILITY**

76. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

77. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

## **X. MISCELLANEOUS**

78. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

79. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties.

80. **Modification/Amendment.** This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

81. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

82. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

83. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

84. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

86. **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 consulted in good faith.

87. **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.

88. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

89. **Counterparts/Electronic Signatures.** 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF or other electronic signature platform (DocuSign, Adobe Sign, DropBox Sign, etc.) shall be deemed an original.

90. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611

Tel: (872) 263-1100  
Email: cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

John T. Mills  
**GORDON REES SCULLY MANSUKHANI**  
1 Battery Park Plaza, 28th Floor  
New York, NY 10004  
Tel: (203) 820-1044  
jtmills@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

91. **Authority.** 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.

92. **No Assignment.** Plaintiff represents and warrants that he has not assigned or transferred any interest in the Action which is the subject of this Agreement, in whole or in part.

93. **Advice of Counsel.** Plaintiff acknowledges that he has been represented by counsel of his own choosing in the Action and the negotiation and execution of this Agreement, fully understands this Agreement, and that he has had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

94. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

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

96. **Severability.** In the event any one or more of the provisions contained in this Agreement (or portion(s) thereof) shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining portion(s) of said provision(s)) if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision (or portion(s) thereof) had never been included in the Agreement.


97. **Contact with Class Members.** Defendant may communicate with the Class Members in the ordinary course of its business. Defendant will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed.

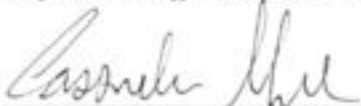
**SIGNATURES**

**Griffin Cook**

By: 

Date: 01 / 29 / 2026

**STRAUSS BORRELLI PLLC**  
*Counsel for Plaintiff and the Class*

By:   
Cassandra P. Miller

Date: 01/29/26

**QPharma Inc.**

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GORDON REES SCULLY MANSUKHANI**  
*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_  
John T. Mills

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties hereto have caused the Settlement Agreement to be executed.

**SIGNATURES**

**Griffin Cook**

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

Date: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**  
*Counsel for Plaintiff and the Class*

By: \_\_\_\_\_  
Cassandra P. Miller

Date: \_\_\_\_\_

**QPharma Inc.**

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

Date: January 29, 2026

Name: Reno Amadori

Title: CEO

**GORDON REES SCULLY MANSUKHANI**  
*Counsel for Defendant (as to form only)*

By:  \_\_\_\_\_  
John T. Mills

Date: January 29, 2026

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [QPharma Settlement Ends Data Breach Lawsuit Over December 2024 Cyberattack](#)

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