

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Brian Ferry and David Clement (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Participating Settlement Class Members (as defined *infra*), and Clarience Technologies, LLC and Safe Fleet Holdings, LLC (“Defendants”) (together, the “Parties”), in the action *Ferry et al., v. Safe Fleet LLC and Clarience Technologies, LLC et al.*, (Case No. 26CA-CC00133) filed on or about May 11, 2026, in the Circuit Court for Cass County, Missouri (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge release, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On July 30, 2025, Plaintiff Brian Ferry filed a class action complaint against Defendants in the United States District Court for the Western District of Missouri related to a cybersecurity incident that impacted Defendants on or around April 13, 2024 (the “Data Incident”). On August 8, 2025, Plaintiff David Clement filed a related class action complaint against Defendants in the same court arising from the Data Incident.

2. On August 14, 2025, Plaintiffs Ferry and Clement moved to consolidate the two cases. On October 17, 2025, the court granted the motion to consolidate the cases.

3. On November 14, 2025, Plaintiffs filed their consolidated class action complaint and brought the following claims: negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

4. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident; the number of Settlement Class Members; the geographic locations of Settlement Class Members; and the types of information involved in the Data Incident. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

5. The Parties scheduled a formal mediation session with Bennett G. Picker of Stradley Ronon Stevens & Young, LLP. Notably, Mr. Picker has substantial experience with mediating analogous complex class actions.

6. On November 26, 2025, and in anticipation of mediation, the Parties filed a joint motion to stay all proceedings. On December 1, 2025, the court granted the motion to stay pending mediation.

7. On March 5, 2026, the Parties engaged in a mediation session with Mr. Picker. Under the guidance of Mr. Picker, the Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the mediation, the Parties discussed the relevant facts and law and advocated their positions through Mr. Picker. Throughout the entire

process, the Parties agreed to not negotiate attorney fees or Service Awards until the core terms of a settlement were finalized (*i.e.*, to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement.

8. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. And on June 30, 2026, the Settlement Agreement was finalized.

9. Defendants deny the allegations and causes of action pleaded in the Action and otherwise deny any fault or liability to Plaintiffs and Settlement Class Members, or any assertion of wrongdoing that has been or could have been claimed in the Action, in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, as a deficiency in any defenses or arguments that Defendants asserted or could have asserted in relation to this Action. Nothing contained in this Agreement shall be used or construed as an admission of liability, or be admissible as evidence of any admission regarding the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

10. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. Therefore, in exchange for the mutual promises and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

12. “**Alternative Cash Payment**” means the cash payment that a Participating Settlement Class Member can claim as set forth in Section III.

13. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

14. “**Claim**” means the submission of a Claim Form by a Claimant for the benefits provided by the Settlement.

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

16. “**Claim Form**” means the form a Participating Settlement Class Member must submit to obtain the benefits provided by the Settlement, which is attached hereto as **Exhibit C**, or the form approved by the Court that is substantially similar to the form attached hereto. A Settlement Class Member shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

17. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to the Settlement Administrator to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

18. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

19. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

20. “**Court**” means the Circuit Court for Cass County, Missouri.

21. “**Credit Monitoring Services**” means the credit monitoring services described in Section III which is two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

22. “**Data Incident**” means the cybersecurity incident that impacted Defendants on or around April 13, 2024.

23. “**Defendants’ Counsel**” means Carolyn Purwin Ryan of Mullen Coughlin LLC.

24. “**Effective Date**” means the day after the entry of the Final Approval Order and Judgment without material change of the Settlement Agreement and the Court certifies the Settlement Class for settlement purposes, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order and Judgment if no appeals are taken from the Final Approval Order and Judgment as of the date on which all times to appeal or seek permission to appeal themselves have expired; or (b) if appeals are taken from the Final Approval Order, then:

- i. the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order and Judgment and the appeal or review proceeding has concluded and the Final Approval Order and Judgment is no longer subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order and Judgment in all material respects, or

- ii. thirty (30) days after the entry of a dismissal of the appeal. and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order and Judgment in all material respects.

Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect the Effective Date.

25. **"Fee Award and Costs"** means the amount of attorney fees, Service Awards, and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

26. **"Final"** means each and every of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) Order(s) have been entered by the Court certifying the Settlement Class for settlement purposes, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided herein; (3) the Court-approved Notice has been sent and the Settlement Website has been fully created and maintained as ordered by the Court; (4) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided herein; and (5) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect whether the Judgment in this matter is Final.

27. **"Final Approval"** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order and Judgment, substantially in the form attached to the Motion for Final Approval.

28. **"Final Approval Hearing"** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs..

29. **"Final Approval Order and Judgment"** means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Missouri Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

30. **"Judgment"** means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class for settlement purposes, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement Agreement. Any order modifying or reversing any Service Awards or award of attorneys' fees or costs shall not affect whether the Judgment in this matter is Final or any other aspect of the Judgment.

31. **“Litigation Costs and Expenses”** means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

32. **“Notice” or “Notice Program”** means direct notice of the proposed class action Settlement to be provided to the Settlement Class, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto (the “Short Form Notice” (**Exhibit A**) and the “Long Form Notice” (**Exhibit B**), along with the Settlement Website and the Settlement toll-free telephone line. The Short Form Notice shall include a tear-off claim form for Credit Monitoring Services and/or the Alternative Cash Payment.

33. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

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

35. **“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 members of the Settlement Class, performing national change of address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to members of the Settlement Class who submit Valid Claims. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

36. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court. The postmark date shall constitute evidence of the date of mailing for these purposes.

37. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

38. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

39. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court. The postmark date shall constitute evidence of the date of mailing for these purposes.

40. “**Opt-Out Procedure**” means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

41. “**Out-of-Pocket Losses**” means documented out-of-pocket monetary costs that a Settlement Class Member actually incurred, that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third-party.

42. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion before the Opt-Out Deadline, as set forth in Section VI. Excluded from the participating Settlement Class are (i) Defendants, including all persons who are directors, officers, and agents of Defendants, or its respective subsidiaries and affiliated companies; (ii) any Settlement Class Member that timely and validly requests exclusion from the Settlement in accordance with Section VI (“Opt-Out”); (iii) any judges assigned to this case and their staff and family; (iv) governmental entities; (v) the attorneys representing the Parties in the Action; and (vi) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

43. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

44. “**Personal Information**” includes, but is not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, state identification numbers, other government identification numbers, passport numbers, taxpayer identification numbers, financial account information, payment card information, username/email addresses and passwords for non-financial accounts, health insurance information, and medical information. 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.

45. “**Preliminary Approval Order**” means an order directing issuance of Notice to the Settlement Class, determining that the Court will likely approve the Settlement under the Missouri Rules of Civil Procedure, and determining that the Court will likely certify the Settlement Class for purposes of resolving this Action. 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**.

46. “**Released Claims**” means any and all past, present, and future, actual, potential, claims, liabilities, rights, claims, judgments, suits, matters, punitive, exemplary or multiplied damages, restitution, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, expenses, attorneys’ fees, losses, issues, and remedies of every kind or description—whether known or unknown (including Unknown Claims), filed or unfiled, fixed or

contingent, claimed or unclaimed, existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, accrued or unaccrued, disclosed or undisclosed, matured or unmatured, suspected or unsuspected, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, related actions, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class, including the complaint and any amendment thereto, Defendants’ information security policies and practices, or Defendants’ maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against the Released Parties, or any of them that Plaintiffs or any Settlement Class Member ever had, now has, or hereinafter may have, prior to entry of the Final Approval Order and Judgment in this Action or any related actions.

47. **“Released Parties”** means Defendants, each entity which is controlled by, controlling or under common control with Defendants, along with each and every of its past, present, and future heirs, predecessors, estates, associates, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, corporations, owners, investors, companies, partnerships, and the present and former directors, trustees, officers, employees, agents, principals, underwriters, insurers, reinsurers, third-party administrators, benefit plans, shareholders, attorneys, shareholders, members, advisors, consultants, representatives, managers, executors, joint venturers, independent contractors, servants, providers, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants’ predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees, assigns, joint ventures, personal representatives, transferees, and including, without limitation, any Person related to the aforementioned parties who is, was, or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a “Released Party.”

48. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Member (that does not Opt-Out of the Settlement), any person claiming or receiving a benefit under this Settlement, and each of their past, present, and future respective heirs, executors, administrators, representatives, conservators, estates, beneficiaries, affiliates of any kind, agents, partners, devisees, trustees, predecessors, successors, grantees, accountants, financial and other advisors, managers, indemnitors, insurers, attorneys, assigns, and any other Person purporting to assert a claim on their behalf.

49. **“Reminder Notice”** means the notice that will be sent thirty (30) days before the Claims Deadline if the claim rate is under 1% as of 45 days before the Claims Deadline.

50. **“Request for Exclusion”** means a writing 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 and as described below in Section VI.

51. **“Service Awards”** means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

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

53. **“Settlement Administrator”** means Simpluris, Inc., subject to Court approval, an entity with recognized expertise in class action notice and claims generally and data security litigation specifically, jointly selected and supervised by Settlement Class Counsel, Defendants, and Defendants’ Counsel, to administer the Settlement.

54. **“Settlement Class”** is defined as “All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident.” Included are the 7,478 people receiving notice of the Settlement. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Action. Members of the Settlement Class who Opt-Out of the Settlement will still be part of the Settlement Class for purposes of this Agreement, but will not be a Participating Settlement Class Member.

55. **“Settlement Class Counsel”** means Raina C. Borrelli of Strauss Borrelli PLLC; Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Leigh S. Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP.

56. **“Settlement Class List”** means the list of the names and current or last known email and/or mailing address information for the Settlement Class that Defendants used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

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

58. **“Settlement Class Representatives”** means Brian Ferry and David Clement.

59. **“Settlement Payment”** or **“Settlement Check”** mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member with a Valid Claim pursuant to the claims process set forth in Section IV.

60. **“Settlement Website”** means the website the Settlement Administrator will establish and use for a Settlement Class Member to submit a Claim Form and obtain information about the Settlement along with relevant documents and deadlines, as set forth herein and agreed upon by the Parties. The Settlement Website shall remain online and operable for at least ninety (90) days after Final Approval.

61. **“Supplemental Declaration”** means the declaration that the Settlement Administrator will provide to the Court at least seven (7) days before the Final Approval Hearing.

The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

62. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

63. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. SETTLEMENT BENEFITS

64. A Settlement Class Member must submit a Valid Claim to the Settlement Administrator to receive a monetary benefit payable from the Defendants. When submitting a Valid Claim, Settlement Class Members must choose either Compensation for Out-of-Pocket Losses or the Alternative Cash Payment. A Settlement Class Member may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or a Settlement Class Member opts-out of the Settlement, he or she will not receive the benefits provided for under the Settlement and releases his/her right to receive same.

65. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. The costs of credit monitoring services shall be paid by Defendants.

66. **Monetary Benefits.** Defendants shall pay for or cause to be paid the following monetary benefits. Defendants will pay for or cause to be paid all timely and any Valid Claim (i.e., there is no aggregate cap on the amount that Defendants will pay).

- a. **Compensation for Out-of-Pocket Losses.** A Participating Settlement Class Member may submit a claim for up to \$2,500.00 per person for out-of-pocket losses.
 - i. To be valid, a Participating Settlement Class Member must provide reasonable third-party documentation that supports the losses related to fraud and/or identity theft as a result of the Data Incident.

Valid third-party documentation includes, but are not limited to, receipts, bank statements, invoices, telephone records, or other official documentation that was not “self-prepared” by the Settlement Class Member.

- ii. To receive compensation for Out-of-Pocket Losses, a Participating Settlement Class Member must attest under penalty of perjury to have incurred the losses as a result of fraud and/or identity theft occurring on or after April 13, 2024 through the Claims Deadline.
- iii. Participating Settlement Class Members may submit “self-prepared” documents (*e.g.*, handwritten receipts or notes, personal certifications, declarations, or affidavits) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.
- iv. Examples of eligible Out-of-Pocket Losses include, without limitation and by way of example, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- v. A Participating Settlement Class Member shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendants or otherwise. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.
- vi. The loss must have been more likely than not caused by the Data Incident, and must have occurred between April 13, 2024, and the Claims Deadline. The Participating Settlement Class Member must also have also made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- vii. If a Participating Settlement Class Member submits a claim for Out-of-Pocket Losses but fails to provide sufficient third-party documentation and then fails to cure the deficiencies, that

Settlement Class Member will automatically receive the Alternative Cash Payment.

- b. **Alternative Cash Payment.** In the alternative to claims for Out-of-Pocket Losses, a Participating Settlement Class Member may submit a Claim for a \$50.00 flat cash payment. A Participating Settlement Class Member may claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no additional documentation is required to make a claim.

67. **Business Practice Commitments.** Defendants will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements have been, to the extent already implemented, or will be paid by Defendants separate and apart from all other settlement benefits. The Parties agree that the Declaration shall remain confidential, except that Settlement Class Counsel may use the cost of these enhancements to further support the value of the Settlement to the Class. If the Court requires that the Declaration be filed, the Parties will jointly request that it be filed under seal. Any Person that is subject to the Release under this Agreement shall also forfeit any claim against Defendants or Defendants' Counsel for any alleged failure related to Defendants' security measures implemented following the Data Incident.

IV. CLAIMS PROCESS AND PAYMENTS

68. **Submission of Electronic and Hard Copy Claims.** A Settlement Class Member may submit a Claim Form to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. A Claim Form must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of the Claim Form(s) 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 a Settlement Class Member in connection with a Claim Form shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

69. **Claims Review Process.** The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement Agreement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete and plausible. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid. The determination of a Valid Claim includes the following considerations:

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

- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the Claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation as described in Section III.
- d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether the claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after the April 13, 2024; (ii) whether the alleged loss for the Claimant, would reasonably involve the types of information that may have been affected in the Data Incident; (iii) the documentation provided by the Claimant as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant. The Settlement Administrator may, at any time, request from the Claimant, in writing, additional information as the Settlement Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Form that appears to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of a Claim, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.
- i. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps

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

- j. Any Claim Form that does not meet the terms and conditions of this Settlement Agreement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, to the extent the Settlement Administrator determines that a timely claim for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for reconsideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claims Deadline, or fifteen (15) days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim, unless Defendants' Counsel and Settlement Class Counsel otherwise agree. The Settlement Administrator may consult with the Parties in making these determinations.
- k. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating 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.

- l. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among other reasons:
 - Failure to fully complete and/or sign the Claim Form;
 - Illegible Claim Form;
 - The Claim Form is fraudulent;
 - The Claim Form is duplicative of another Claim Form;
 - The Claimant is not a Settlement Class Member;
 - The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
 - The Person submitting the Claim Form requests that payment be made to a Person other than the Claimant for whom the Claim Form is submitted;
 - Failure to submit a Claim Form by the Claims Deadline; and/or
 - The Claim Form otherwise does not comply with the requirements of this Settlement Agreement.
- m. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:
 - The Settlement Administrator shall have thirty (30) days from the Claims Deadline to approve or reject a Claim based on findings of fraud or duplication;
 - A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
 - If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Settlement Class Counsel and Defendants' Counsel shall be provided with copies of all such notification to a Claimant; and
 - The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding
- n. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Settlement Class Counsel or Defendants' Counsel. Additionally, Settlement Class Counsel and Defendants' Counsel shall have the right to inspect any Claim Form and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

70. No Person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Settlement Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

71. **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 Out-of-Pocket Losses, Credit Monitoring Services, and the Alternative Cash Payment, and also provide funding instructions to Defendants. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days after the Effective Date, Defendants or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, and the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the 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 above.
- c. All Participating 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.

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

73. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to a Participating Settlement Class Member shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time. That Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendants shall have no obligation to make another payment to that Settlement Class Member for compensation or loss reimbursement or to make any other type of

monetary relief to such Settlement Class Member. Such Settlement Class Member, however, will remain bound by all terms of the Settlement Agreement.

74. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to a Settlement Class Member 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 Settlement Class Member within that time. That Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendants shall have no obligation to make another payment to that Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Settlement Class Member. The Settlement Class Member, however, will remain bound by all terms of the Settlement Agreement.

75. **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 Defendants shall have no obligation to make another payment to that Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Settlement Class Member. The Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member.

76. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Participating Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendants' Counsel.

V. NOTICE PROGRAM

77. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline within thirty (30) days following entry of the Preliminary Approval Order. The Settlement Administrator shall make the Long Form Notice and Claim Form available to the Settlement Class on the Settlement Website. Notice shall be completed in its entirety no later than sixty (60) days before the original date set for the Final Approval Hearing.

78. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendants' 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.

79. **Reminder Notice.** A reminder notice will be sent thirty (30) days before the Claims Deadline if the claim rate is under 1% as of 45 days before the Claims Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

80. **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 URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendants. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorney fees, costs, and 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. A Settlement Class Member shall be able to submit a Claim Form online via the Settlement Website or by mail to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a Claim, objection, or Request for Exclusion, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational for at least ninety (90) days after Final Approval.

81. **Cost of Notice and Administration.** Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements Benefits in Section III. Defendants shall pay or cause to be paid the Settlement Administration Costs to the Settlement Administrator pursuant to a separate agreement between the Defendants and the Settlement Administrator.

VI. OPT-OUTS AND OBJECTIONS

82. **The Opt-Out Procedure.** The Notice shall explain the procedure for a Settlement Class Member's exclusion from the Settlement or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also 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.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, email address (if any), and the words "Request for Exclusion" or a comparable statement indicating a request to Opt-Out or not participate in the Settlement.

- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate in the Final Approval Hearing. All participating members of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

83. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for Fee Award and Costs by filing written objections with the Court and sending by U.S. Mail to Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator, no later than the Objection Deadline. A Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the date of the postmark on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For the written objection to be considered by the Court, the objection must also set forth:

- i. the name of the Action;
- ii. the Settlement Class Member's full name, telephone number, email address (if any), and current mailing address;
- iii. information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident);
- 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. a statement that states with specificity the grounds and legal support for the objection, as well as any documents supporting the objection, known to the objector or objector's counsel;

- vi. the identity of any attorneys representing the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Fee Award and Costs;
- vii. a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear and/or testify at the Final Approval Hearing;
- viii. a list of all individuals who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- ix. the signature of the Settlement Class Member or their attorney.

The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel postmarked or emailed no later than the Objection Deadline. Settlement Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and requesting documents. 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 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Section. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

84. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the U.S. Constitution and the state of Missouri.

85. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the claims process, assessing Claim Forms and determining whether they are supported by reasonable documentation, distributing the monetary benefits, and issuing Credit Monitoring activation code to a Settlement Class Member that submits a Valid Claim.

86. **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 the Court-approved Notice to the Settlement Class;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class via U.S. mail and/or e-mail;
- e. Receive and review a Claim Form and notify a Claimant of a deficient Claim Form using the Notice of Deficiency;
- f. Reviewing a Claim Form submitted by a Settlement Class Member to determine whether he or she is eligible for the benefits provided for under the Settlement;
- g. Send the benefits provided under the Settlement to a Settlement Class Member that submits a Valid Claim;
- h. Establishing and maintaining the Settlement Website;
- i. Establishing and maintaining a toll-free telephone line with interactive voice response for a Settlement Class Member to call with Settlement-related inquiries, and answering the questions of the Settlement Class who call with or otherwise communicate such inquiries in a timely fashion;
- j. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- k. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- l. Receiving and reviewing Requests for Exclusion and objections from any Settlement Class Member. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from a Settlement Class Member after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;
- m. Working with the provider of Credit Monitoring Services to receive and send activation codes to a Settlement Class Member who submitted a Valid claim for Credit Monitoring Services after the Effective Date;
- n. Provide a copy of the Requests for Exclusion and objections to Settlement Class Counsel and Defendants' Counsel upon receipt. If the Settlement Administrator receives any opt-out requests, objections, or other requests from a Settlement Class Member after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and to Defendants' Counsel;

- o. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- p. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding claims submitted, claims approved and rejected, objections, Notice of Deficiency sent, Opt-Outs, and other data agreed to between Settlement Class Counsel, Defendants' Counsel and the Settlement Administrator;
- q. Preparing a declaration for submission with the motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; (ii) provides data on Opt-Outs, Objections, and Claims; and (iii) and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- r. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.
- s. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator.

88. The Parties, Settlement Class Counsel, and Defendants' Counsel 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 formulation, design or terms of the disbursement of the settlement benefits; (iii) the determination, administration, calculation or payment of the settlement benefits; or (iv) the payment or withholding of any taxes and tax-related expenses.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

89. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to this Action proceeding as a class action and the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) a Final Approval Order and Judgment not be issued; (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated as set forth in Section IX of the Agreement, then this Agreement and any certification of the Settlement Class shall be null and void, the Action shall proceed as through the Settlement Class had never been certified, without prejudice to the Parties' position on the issue of class certification or any other issue. Neither the Agreement nor any order or other action relating to the agreement shall be offered by any Person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserves the right to contest class certification for all other purposes. The Parties' agreement to the certification of the Settlement Class 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.

The Parties further stipulate to designate the Settlement Class Representatives as the representative for the Settlement Class.

90. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendants' Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed. The Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and claim process; (5) approve the procedures for members of the Settlement Class to opt-out of the Settlement or for a Settlement Class Member to object to the Settlement; (6) appoint Simpluris, Inc. as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Raina C. Borrelli of Strauss Borrelli PLLC; Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Leigh S. Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP as Settlement Class Counsel; (8) stay the Action pending Final approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel. The proposed Preliminary Approval Order shall be in the form attached hereto.

91. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Member (or his or her counsel) who object to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements prescribed in Paragraph 83. Such proposed Final Approval Order and Judgment shall, among other things:

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

Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed.

92. **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 between the Parties 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 consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendants.

IX. MODIFICATION AND TERMINATION

93. **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 or Defendants under this Agreement.

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

- a. Court approval of the Settlement consideration and the release set forth in this Agreement;
- b. The Court has entered the Preliminary Approval Order without material change;
- c. The Court has entered the Final Approval Order and Judgment, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order and Judgment are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated without further action on the part of the parties to this Agreement.

In the event that the Settlement Administrator notifies Defendants' Counsel that 0.5% or more of the Settlement Class have filed valid Request for Exclusion after the Opt-Out Deadline,

Defendants shall have the right to terminate this Agreement by sending written notice to Class Counsel within seven (7) days of receiving notice from the Settlement Administrator.

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

95. **Effect of Termination.** In the event of a termination as provided in this Section, 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, the certification of the Settlement Class shall be null, void, vacated, and shall not be used or cited thereafter by any Person in support of or in opposition to any claims or defenses for a class certification motion. Defendants reserve the right to contest class certification for all purposes other than this Settlement. In addition: (a) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any Person, including in a contested proceeding relating to class certification and (b) in the event of such a termination. All of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

96. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; (2) the Effective Date does not occur due to Court action; or (3) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of either aforementioned occurrence/non-occurrence to work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order and Judgment not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

97. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party, collectively the Releasing Parties, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, completely and unconditionally released, acquitted, relinquished, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

98. With respect to any and all Released Claims and Unknown Claims, the Releasing Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the Participating Settlement Class Member intends to and 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, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11, which is similar, comparable, or equivalent to 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.

The 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 Released Claims, the Data Incident, or relation of the Released Parties thereto, or could incur or suffer damages, injuries, or losses which are or may be in some way related to the Released Claims that are unknown or unanticipated at the time that this Agreement is executed by the Parties, but the Releasing Parties, except a Settlement Class Member that opts-out of the Settlement, hereby agree to, and have the intention of, expressly and knowingly waiving and relinquishing these rights and benefits to finally and forever settling and releasing the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. By operation of the Final Approval Order, the Releasing Parties, except a Settlement Class Member that opts-out of the Settlement, understand and assume this risk, and it is agreed and understood that the releases being provided SHALL APPLY TO ALL UNKNOWN AND UNANTICIPATED CLAIMS, AS WELL AS THOSE KNOWN AND ANTICIPATED. The Parties acknowledge and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement of which the release is a part

99. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

100. A Settlement Class Member who opts-out of the Settlement prior to the Opt-Out Deadline does not release his or her claim arising out of or related to the Data Incident, and will not obtain any of the benefits provided in the Settlement.

101. Notwithstanding any term herein, neither Defendants nor the Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, Class Counsel, and any Settlement Class Member that does not opt-out of the Settlement.

102. The power to enforce any term of this Settlement is not affected by the releases in this section.

103. **Bar to Future Suits.** Upon the Effective Date, this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and each Settlement Class Member that does not opt-out. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and all Participating Settlement Class Member(s), and all Releasing Parties, shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding in any federal, state, or local court or tribunal 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

104. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. 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 cancellation or termination of this Agreement. If the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein.

105. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. The Parties have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be

used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the releases contained herein. It is agreed that no party shall have any liability to any other party as it relates to the Action, except as set forth in the Settlement Agreement.

106. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document 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 Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault, liability, or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARDS AND ATTORNEY FEES

107. **Service Awards.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking Service Awards for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) per Plaintiff. If more than \$2,000.00 per Plaintiffs is requested as a service award, Defendants shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Awards Payment, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. If approved by the Court, Defendants shall pay or cause to be paid the Court-approved Service Awards to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Awards. Defendants' obligations with respect to the Court-approved Service Awards shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Awards. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any Service Awards. This amount was negotiated after the primary terms of the settlement were negotiated.

108. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs, to be paid by Defendants. Defendants agree not to oppose Settlement Class Counsel's request for Litigation Costs and Expenses, which shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). If more than \$250,000.00 is requested as a Fee Award and Costs, Defendants shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendants a properly completed and duly executed IRS Form W-9. If approved by the Court, Defendants shall pay or cause to be paid the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly

completed and duly executed IRS Form W-9, whichever is later. The Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Litigation Costs and Expenses. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any Litigation Costs and Expenses. The amount of the Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

XII. MISCELLANEOUS

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

110. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or participating Settlement Class Member(s)' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

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

112. **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.

113. **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, including counsel for the Parties. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of

any kind whatsoever have been made by any Party hereto, except as provided for herein. Any agreements reached between Defendants, Plaintiffs, and any third party, are expressly excluded from this provision. This Agreement may not be changed, modified, or amended if the Settlement has been preliminarily approved or approved by the Court, except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

114. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

115. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties related to any of the allegations or claims alleged in the Action.

116. **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.

117. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of Releasing Parties and the Released Parties. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

118. **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 and reasonably dictates.

119. **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.

120. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

121. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and effectuate the Settlement described in this Agreement.

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

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

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

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

126. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all 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 shall be deemed an original. A complete set of original executed counterparts shall be filed with the Court.

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

128. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases. 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.

129. **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

130. **Notices.** All notices to Settlement Class Counsel shall be sent by email with a hard copy sent by overnight mail to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gwells@stranchlaw.com

Leigh S. Montgomery
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Suite 200
Houston, Texas 77006
lmontgomery@eksm.com

All notices to Defendants provided for herein shall be sent by email with a hard copy sent by overnight mail to:

Carolyn Purwin Ryan
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
cpurwinryan@mullen.law

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

131. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

132. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

133. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

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

135. **Schedule and Deadlines.** Subject to court approval, the Parties agree to following schedule and deadlines.

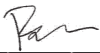
Event	Deadline
Defendants provide the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Sixty (60) days before the initially scheduled Final Approval Hearing
Plaintiffs shall file the Motion for Final Approval	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Sixty (60) days following the Notice Deadline
Opt-Out Deadline	Sixty (60) days following the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

(Signature page to follow)

XIII. SIGNATURES

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

PLAINTIFF BRIAN FERRY

By: 

Date: 07 / 02 / 2026

PLAINTIFF DAVID CLEMENT

By: _____

Date: _____

Clarience Technologies, LLC and Safe Fleet Holdings, LLC

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: 

Date: 07 / 15 / 2026

Counsel for Defendants

By: _____

Date: _____

XIII. SIGNATURES

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

PLAINTIFF BRIAN FERRY

By: _____

Date: _____

PLAINTIFF DAVID CLEMENT

By:  _____
David Justin Clement (Jul 1, 2026 18:50:29 EDT)

Date: 07/01/26

Clarience Technologies, LLC and Safe Fleet Holdings, LLC

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Counsel for Defendants

By: _____

Date: _____

XIII. SIGNATURES

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

PLAINTIFF BRIAN FERRY

By: _____

Date: _____

PLAINTIFF DAVID CLEMENT

By: _____

Date: _____

Clarience Technologies, LLC and Safe Fleet Holdings, LLC

By: *Gina Capua*

Date: July 13, 2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Counsel for Defendants

By: *Andy Ryan*

Date: July 15, 2026

— EXHIBIT A —

Why am I receiving this notice? A proposed Settlement has been reached with Clariance Technologies, LLC and Safe Fleet Holdings, LLC (collectively the "Entities") in a class action lawsuit ("Settlement") arising out of a cyber incident on April 13, 2024 (the "Data Incident").

The Entities deny that they did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the costs, risks, disruption, and uncertainties of continued litigation. Safe Fleet's records indicate that you are a Settlement Class Member that will be affected by the Settlement and are entitled to benefits under the Settlement.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent you and members of the Settlement Class.

What are the Settlement benefits? You can claim two years of **Credit Monitoring Services** and **one** of two **cash payment** options.

If you have reasonably documented losses resulting from fraud and/or identity theft on or after April 13, 2024, as a result of the Data Incident, you can get up to **\$2,500**. *Instead of a payment for documented losses*, you can get a one-time **\$50** Alternative Cash Payment.

Please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for a full description of the Settlement and the Settlement Member Benefits.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or submitted by mail with a postmark no later than [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement or the Release, you must exclude yourself by **[Opt-Out Deadline]** and cannot claim the benefits from the Settlement.

If you want to object to the Settlement, Class Counsel's Attorneys' Fees and Costs, and/or the Class Representative Service Awards, you have until **[Objection Deadline]**. For complete details on how to opt-out or object, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider any objections and determine whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and \$2,000 for each of the Plaintiffs. You or your attorney may request to attend the hearing at your own cost, but you are not required to do so. The date or time of the hearing may change, so please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



CaseID: **[CaseID]**
SIMD: **[SIMD]**



[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Place
Stamp
Here

Safe Fleet Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



P.O. Box _____

Clarience Technologies, LLC

You are not being sued.

«City», «State» «Zip»



CaseID: [CaseID]
SIMID: «SIMID»

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Ferry et al., v. Safe Fleet LLC and Clarience Technologies, LLC

Case No. 26CA-CC00133

Circuit Court for Cass County, Missouri

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE APRIL 2024 DATA INCIDENT EXPERIENCED BY SAFE FLEET HOLDINGS, LLC, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO BENEFITS.

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

You are not being sued.

Please read this Notice carefully and completely.

- A proposed Settlement has been reached with Clarience Technologies, LLC, and Safe Fleet Holdings, LLC (the “Entities” or “Defendants”) in a class action lawsuit arising out of a cyber incident that resulted in unauthorized access to certain files that contained Personal Information on or before April 13, 2024 (the “Data Incident”). The Personal Information potentially impacted includes names along with one or more of the following: addresses; dates of birth; Social Security numbers; driver’s license numbers; state identification numbers; other government identification numbers; passport numbers; taxpayer identification numbers; financial account information; payment card information; username/email addresses and passwords for non-financial accounts; health insurance information; and medical information.
- The lawsuit is called *Ferry et al., v. Safe Fleet Holdings, LLC and Clarience Technologies, LLC*, Case No. 26CA-CC00133. It is pending in the Circuit Court for Cass County, Missouri (the “Litigation”).
- The Entities deny that they did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Safe Fleet’s records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Safe Fleet.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely, but further details are available in the Settlement Agreement, which can be found online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	[REDACTED] , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Entities related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[REDACTED] , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	[REDACTED] , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Entities related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement, and it becomes final.
- All capitalized terms in this Notice are defined in the Settlement Agreement, including Section II. You can view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Circuit Court for Cass County, Missouri, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who can receive them, and how to receive those benefits.

The lawsuit is called *Ferry et al., v. Safe Fleet, LLC Clarience Technologies, LLC*, Case No. 26CA-CC00133. It is pending in the Circuit Court for Cass County, Missouri. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the companies they sued, Clarience Technologies, LLC, and Safe Fleet Holdings, LLC, are called the “Defendants”.

2. What is this lawsuit about?

On or about April 13, 2024, Safe Fleet became aware of suspicious activity in its computer systems. In response, Safe Fleet promptly launched an investigation to confirm the nature and scope of the activity. The investigation revealed that an unauthorized actor accessed or took certain information on or before April 13, 2024. Safe Fleet then conducted a thorough review of the information and identified the potential access to personal information such as names; addresses; dates of birth; Social Security numbers; driver’s license numbers; state identification numbers; other government identification numbers; passport numbers; taxpayer identification numbers; financial account information; payment card information; username/email addresses and passwords for non-financial accounts; health insurance information; and medical information.

On date, Plaintiffs filed a class action Complaint against the Entities in the Circuit Court for Cass County, Missouri, alleging negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment, in relation to the Data Incident.

The Entities do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Visit [WEBSITE](#) to view the Complaint.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives”. Together, the people included in the class action are called a “Settlement Class” or “Class Members”. One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representatives are Brian Ferry and David Clement. Everyone included in this Action are members of the Settlement Class.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the members of the Settlement Class to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all members of the Settlement Class.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Clariance Technologies, LLC, and Safe Fleet Holdings, LLC, including all persons who are directors, officers, and agents of Clariance Technologies, LLC, and Safe Fleet Holdings, LLC, or its respective subsidiaries and affiliated companies; (ii) any Settlement Class Member that timely and validly requests exclusion from the Settlement in accordance with Section VI (“Opt-Out”); (iii) any judges assigned to this case and their staff and family; (iv) governmental entities; (v) the attorneys representing the Parties in the Action; and (vi) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Safe Fleet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All members of the Settlement Class may claim **Credit Monitoring** and one of the two **Cash Payment** options.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement (*i.e.* approves the Settlement).

If you no longer have your enrollment code, please contact the Settlement Administrator.

CASH PAYMENTS. You may claim only **one** payment from the two options.

Compensation for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between April 13, 2024, and [Claims Deadline]. You must have also made reasonable efforts to avoid, or seek reimbursement for, the loss.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof **must** show that your expenses were because of the Data Incident or more likely than not caused by the Data Incident.

Again, personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but may be used to provide clarification, context, or support for other reasonable documentation.

You cannot claim a payment for expenses that have already been reimbursed by a third party. This includes reimbursement in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Safe Fleet or otherwise. There will also be no payments for emotional distress, personal/bodily injury, or to punish the Entities.

-OR-

Alternative Cash Payment. *Instead of Compensation for Out-of-Pocket Losses*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX

- By mail: Safe Fleet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the Settlement Class and do not opt-out, you won't be able to be part of any other lawsuit against the Entities (and the Released Parties) or separately file a lawsuit about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section X) describes the legal claims that you give up and against whom, if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Safe Fleet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

For more information about the Claim Process, please review Section IV of the Settlement Agreement. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see **Question 18 for more information about the Final Approval Hearing**). If the Court approves the Settlement, then Settlement payments will be distributed for all Valid Claims filed by [Claims Deadline]. More information about this process can be found in the Settlement Agreement (Section IV). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Settlement payments cannot be distributed if there are any appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved. Please be patient and check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

It is your responsibility to inform the Settlement Administrator of any updates to your information after the submission of your Claim Form.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli of Strauss Borrelli PLLC; Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Leigh S. Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP, to represent you and other member of the Settlement Class (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$250,000.00 as reasonable attorneys’ fees and reimbursement of litigation costs. This amount will be paid by the Entities and is separate from the Entities’ payment of the Settlement Administration Costs and the Settlement Class Member Benefits.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Award payments will also be paid by the Entities and separately from the Entities’ payment of the Settlement Administration Costs and the Settlement Class Member Benefits.

The Court may award less than these amounts.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement or bound by the Agreement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.”

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits or payment, if you opt-out. However, you will keep any rights you may have to sue the Entities (and the Released Parties) on your own about the legal issues in this case.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Ferry et al., v. Safe Fleet Holdings LLC and Clarience Technologies, LLC*, Case No. 26CA-CC00133, pending in the Circuit Court for Cass County, Missouri;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person or a group of persons.

Mail your Request for Exclusion to the Settlement Administrator at:

Safe Fleet Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

More information about this process can be found in the Settlement Agreement (Section VI). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Ferry et al., v. Safe Fleet Holdings LLC and Clarience Technologies, LLC*, Case No. 26CA-CC00133, pending in the Circuit Court for Cass County, Missouri;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) information that proves that you are a Settlement Class Member (such as a notice you have received);
- (4) whether the objection applies only to you, or to other Class Members, as well;
- (5) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information (including any former counsel who may be entitled to compensation for any reason related to the objection);
- (7) whether or not you or your lawyer would like to attend or speak at the Final Approval Hearing;
- (8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (9) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for the Entities postmarked or emailed no later than **[OBJECTION DATE]**.

All addresses are provided below.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Safe FleetData Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Raina C. Borrelli STRAUSS BORRELLI PLLC 980 N Michigan Ave, Suite 1610 Chicago, IL 60611 Grayson Wells STRANCH, JENNINGS & GARVEY, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 Leigh S. Montgomery ELLZEY KHERKHER SANFORD MONTGOMERY, LLP 4200 Montrose Blvd., Suite 200 Houston, Texas 77006	Carolyn Purwin Ryan MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333

More information about this process can be found in the Settlement Agreement (Section VI). The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the Circuit Court for Cass County, Missouri, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense, if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8** and be bound by any Judgment issued by the Court along with the terms of the Settlement Agreement.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Safe Fleet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

CLAIM FORM AND RELEASE

CIRCUIT COURT FOR CASS COUNTY, MISSOURI

Ferry et al., v. Safe Fleet Holdings, LLC and Clarience Technologies, LLC
Case No. 26CA-CC00133

Safe Fleet Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: “All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident.”

Excluded from the Settlement Class are: (1) Clarience Technologies, LLC and Safe Fleet Holdings, LLC, including all persons who are directors, officers, and agents of Clarience Technologies, LLC and Safe Fleet Holdings, LLC, or its respective subsidiaries and affiliated companies; (2) any Settlement Class Member that timely and validly requests exclusion from the Settlement in accordance with Section VI (“Opt-Out”); (3) any judges assigned to this case and their staff and family; (4) governmental entities; (5) the attorneys representing the Parties in the Action; and (6) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Safe Fleet Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at [ww.\[SettlementWebsite\].com](http://ww.[SettlementWebsite].com).
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All members of the Settlement Class may claim **Credit Monitoring** and one of the two **Cash Payment** options.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Your CyEx Financial Shield Complete subscription will become active once the Court grants Final Approval to this Settlement (*i.e.* approves the Settlement).

If you no longer have your enrollment code, please contact the Settlement Administrator.

CASH PAYMENTS. You may claim only one payment from the two options.

Compensation for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between April 13, 2024, and [\[Claims Deadline\]](#). You must have also made reasonable efforts to avoid, or seek reimbursement for, the loss.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send third-party proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof must show that your expenses were because of the Data Incident or more likely than not caused by the Data Incident.

Again, personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but may be used to provide clarification, context, or support

for other reasonable documentation.

You cannot claim a payment for expenses that have already been reimbursed by a third party. This includes reimbursement in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Safe Fleet or otherwise. There will also be no payments for emotional distress, personal/bodily injury, or to punish the Entities.

-OR-

Alternative Cash Payment. *Instead of Compensation for Out-of-Pocket Losses*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: (XXX) XXX-XXXX
By mail: Claims Administrator
Safe Fleet Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

➡ **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) ⬅

You may also print out and complete this Claim Form, and submit it by U.S. mail with a postmark no later than [Claims Deadline].

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

➡ **Claims must be received by [Claims Deadline].** ⬅

If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

ZIP

[illegible]

Email Address

[illegible]

Telephone Number

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

Login ID (if known)

[illegible]

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Credit Monitoring Services.

III. COMPENSATION FOR OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,500.00.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$50.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐	PAYPAL
Email address associated with your PayPal account, if different than you provided in Section I:	

☐ **VENMO**
 Telephone number associated with your Venmo account, if different than you provided in Section I:

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

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

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

☐ **PHYSICAL CHECK**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

	MM	DD	YY

Please print or type your name on the line above.

— EXHIBIT D —

SEVENTEENTH JUDICIAL CIRCUIT

No. 26CA-CC0013

3. The Court preliminarily certifies for settlement purposes the following Settlement Class:

All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident.

Excluded from the participating Settlement Class are: (a) Defendants, including all persons who are directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) any Settlement Class Member who timely and validly requests exclusion from the Settlement in accordance with the Agreement; (c) any judges assigned to this case and their staff and family; (d) governmental entities; (e) the attorneys representing the Parties in the Action; and (f) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

4. For settlement purposes only, the Court preliminarily finds that the requirements of Missouri Supreme Court Rule 52.08(a) and 52.08(b)(3) are satisfied, including numerosity, commonality, typicality, adequacy, predominance, and superiority.

5. The Court also preliminarily finds that the Settlement, on the terms and conditions set forth in the Agreement, was reached in arm's-length negotiations, and falls within the range of possible approval such that notice to the Settlement Class is warranted.

6. The Court appoints Plaintiffs Brian Ferry and David Clement as Class Representatives for the Settlement Class.

7. The Court appoints Raina C. Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Leigh S. Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP as Class Counsel for the Settlement Class.

8. Simpluris is appointed as the Settlement Administrator.

9. The Settlement Administrator shall perform the duties and responsibilities set forth in the Agreement and this Order.

10. The Court approves, in form and content, the Short Form Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement, with such non-material changes as the Parties may agree upon and the Settlement Administrator may reasonably require for formatting or administration.

11. Class Counsel shall file the Motion for Final Approval, including the Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the initial date set for the Final Approval Hearing.

12. Within fifteen (15) days after entry of this Order, Defendants shall provide the Settlement Class List to the Settlement Administrator.

13. The Settlement Administrator shall provide Notice in accordance with the Agreement no later than thirty (30) days after entry of this Order.

14. Notice shall be completed in its entirety no later than sixty (60) days before the initially scheduled Final Approval Hearing.

15. The Settlement Administrator shall establish the Settlement Website before disseminating Notice. The Settlement Website shall include the Long Form Notice, Claim Form, Settlement Agreement, Plaintiffs' motion for preliminary approval, this Order, the motion for attorneys' fees, costs, and Service Awards, the operative complaint, relevant deadlines, and the date of the Final Approval Hearing.

16. Settlement Class Members who wish to receive Settlement benefits must submit a valid Claim Form no later than ninety (90) days after the Notice Deadline. Claim Forms may be submitted electronically through the Settlement Website or by mail to the Settlement Administrator.

17. Settlement Class Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion, postmarked no later than sixty (60) days after the Notice Deadline, in accordance with the procedures set forth in the Settlement Agreement and approved Notice.

18. Any Settlement Class Member who does not timely and validly request exclusion shall be bound by all proceedings, orders, and judgments in this Action, including the release set forth in the Settlement Agreement, regardless of whether that person submits a Claim Form.

19. Settlement Class Members who wish to object to the Settlement or to the request for Fee Award and Costs must file a written objection with the Court and send copies by U.S. Mail to Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than sixty (60) days after the Notice Deadline. Any objection must comply with the requirements set forth in the Settlement Agreement and approved Notice.

20. Any Settlement Class Member who fails to timely and properly object in accordance with the Settlement Agreement shall be deemed to have waived the objection and shall be forever barred from objecting to the Settlement, the Fee Award and Costs, the Service Awards, or the Final Approval Order and Judgment.

21. A Final Approval Hearing shall be held on _____, 2026, at _____ .m., before the Honorable _____ at the Cass County 17th Judicial Circuit Courthouse 2501 W. Mechanic St. Harrisonville, MO 64701, to consider:

- a. whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved;
- b. whether the Settlement Class should be finally certified for settlement purposes only;
- c. whether the Court should enter the proposed Final Approval Order;

d. whether the Court should approve Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and

e. any other matters the Court deems appropriate.

22. The Final Approval Hearing shall be scheduled no earlier than one hundred twenty (120) days after entry of this Order.

23. Pending final determination of whether the Settlement should be approved, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

24. If the Settlement does not receive final approval or does not become effective in accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void and shall be vacated, and the Parties shall return to their respective positions as if the Settlement had not been executed.

25. The Court retains jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and this Order.

26. The Parties are directed to carry out their respective obligations under the Agreement and this Order.

27. The applicable deadlines set by this Order and the Settlement Agreement are summarized below:

Event	Deadline
Defendants provide the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Sixty (60) days before the initially scheduled Final Approval Hearing
Plaintiffs shall file the Motion for Final Approval	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Sixty (60) days following the Notice Deadline

Opt-Out Deadline	Sixty (60) days following the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

IT IS SO ORDERED.

Dated: June 30, 2026

Hon.
Circuit Court Judge

— EXHIBIT E —

**IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
SEVENTEENTH JUDICIAL CIRCUIT**

BRIAN FERRY and DAVID CLEMENT,
on behalf of themselves and on behalf of all
others similarly situated,

Plaintiffs,

v.

CLARIENCE TECHNOLOGIES, LLC,
SAFE FLEETS HOLDING, LLC,

Defendant.

No. 26CA-CC0013

**[PROPOSED] ORDER AND FINAL JUDGMENT GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs Brian Ferry and David Clement's Motion for Final Approval of Class Action Settlement, and the Court having reviewed the Settlement Agreement, the Motion for Final Approval, the supporting declarations and submissions, the record in this Action, and being otherwise fully advised in the premises,

IT IS HEREBY ORDERED as follows:

1. This Final Approval Order and Judgment incorporates the Settlement Agreement ("Agreement"), and capitalized terms used in this Order shall have the meanings and definitions given to them in the Agreement.
2. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the Settlement Class before it. Venue is proper in this Court.
3. The Court reaffirms and adopts the findings and conclusions set forth in the Preliminary Approval Order.

4. The Court finds that the Settlement was reached through arm's-length, good-faith negotiations between experienced counsel, including mediation, and is not the product of collusion.

5. The Court finds that the notice provided to the Settlement Class constituted the best notice practicable under the circumstances, was reasonably calculated to apprise Settlement Class Member(s) of the pendency of the Action, the terms of the Settlement, and their rights thereunder, and fully satisfied due process and Missouri law.

6. The Court finds that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and therefore finally approves the Settlement in all respects.

7. For settlement purposes only, the Court finally certifies the following Settlement Class:

All individuals residing in the United States whose Private Information may have been impacted in the Data Incident affecting Defendants on or around April 13, 2024, including all those who received notice of the Data Incident.

Excluded from the participating Settlement Class are: (a) Defendants, including all persons who are directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) any Settlement Class Member who timely and validly requests exclusion from the Settlement in accordance with the Agreement; (c) any judges assigned to this case and their staff and family; (d) governmental entities; (e) the attorneys representing the Parties in the Action; and (f) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

8. The Court finds that, for settlement purposes, the requirements of Missouri Supreme Court Rule 52.08(a) and 52.08(b)(3) are satisfied, including numerosity, commonality, typicality, adequacy, predominance, and superiority.

9. Plaintiffs Brian Ferry and David Clement are finally appointed as Settlement Class Representatives.

10. Raina C. Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Leigh S. Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP are finally appointed as Settlement Class Counsel.

11. Simpluris, Inc. is confirmed as the Settlement Administrator and shall continue to perform the duties and responsibilities set forth in the Agreement and the Preliminary Approval Order.

12. The Court approves the Settlement benefits, claims process, and Notice Program set forth in the Agreement, including the procedures governing Claim(s), Requests for Exclusion, and objections.

13. The Court finds that the Settlement treats Settlement Class Member(s) equitably relative to each other and that the method of distributing relief to the Settlement Class is effective.

14. The Court has considered all timely filed Requests for Exclusion and objections, if any.

15. [] Settlement Class Members timely and validly requested exclusion from the Settlement.

16. [] objections to the Settlement and/or to the application for attorneys' fees, costs, and Service Awards were filed.

17. All Settlement Class Member(s) who did not timely and validly request exclusion from the Settlement are bound by this Final Approval Order and Judgment and by the terms of the Agreement, including the release set forth therein, regardless of whether they submitted a Claim Form.

18. Upon the Effective Date, Plaintiffs and each Participating Settlement Class Member shall be deemed to have fully, finally, completely, and unconditionally released the Released Claims against the Released Parties as set forth in the Agreement.

19. Plaintiffs and Participating Settlement Class Member(s) are permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claims against any of the Released Parties, as set forth in the Agreement.

20. The Court awards Settlement Class Counsel attorneys' fees and costs in the amount of \$[_____].

21. The Court awards Service Awards in the amount of \$[_____] to the Class Representatives.

22. The Court finds that the attorneys' fees, costs, and Service Awards awarded herein are fair and reasonable and consistent with the Agreement.

23. This Action is dismissed with prejudice, without further costs except as otherwise provided in the Agreement and this Order.

24. Neither the Agreement, nor this Final Approval Order and Judgment, nor any act performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be an admission of liability, wrongdoing, or fault by Defendants or any of the Released Parties.

25. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and this Final Approval Order and Judgment.

26. The Parties and the Settlement Administrator are directed to carry out their respective obligations under the Agreement and this Order.

IT IS SO ORDERED.

Dated: June 30, 2026

Hon.
Circuit Court Judge