

**SUPREME COURT STATE OF NEW YORK
COUNTY OF NASSAU**

LEONARDO SEQUIN, VISHAL SHAH,
VALERIE TORRES, ANTHONY
SALAZAR, DAVID GREENE, MARILYN
FOGG, and THOMAS MAKIN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.
SELECTQUOTE INSURANCE SERVICE
and SELECTQUOTE INC.,
Defendants

Case No. 616858

SETTLEMENT AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between SelectQuote Insurance Services and SelectQuote, Inc. (collectively referred to herein as “SelectQuote” or “Defendant”) and Leonardo Sequin, Vishal Shah, Valerie Torres, Anthony Salazar, David Greene, Marilyn Fogg, and Thomas Makin (“Plaintiffs”), both individually and on behalf of the Settlement Class, in the case of *Sequin, et al. v. Select Quote Insurance Services et al.*, No. 616858, currently pending in the Supreme Court of the State of New York, Nassau County (the “Litigation”). Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

I. Recitals

1. Defendant operates a website, www.selectquote.com, which is accessible on mobile devices and desktop computers and gives consumers the option to search for and obtain life insurance policies, in large part based on the consumers’ personal information and medical information.

2. The Litigation arises out of Defendant’s implementation and use of tracking technologies including but not limited to the Meta Pixel and the Tik Tok Pixel on its website, defined below as the “Website Usage Disclosure”, during which Plaintiffs allege their web usage data, containing personal health information, was shared to at least Facebook and Tik Tok allegedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy.

3. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Class Action Complaint, filed on September 24, 2024 (“CAC”).

4. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged

and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

5. The Parties' desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Class Action Complaint ("CAC") and the Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

6. After months of hard fought arm's-length negotiations the Parties reached a Settlement in principle in July 2024. The Parties continued to negotiate the finer points of the settlement for several months, before finalizing the terms of the Agreement as described herein.

7. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

8. The Parties agree and understand that neither this Settlement Agreement, nor the settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

9. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the CAC, and all matters and claims arising out of or related to the allegations or subject matter of the CAC and Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. Definitions

10. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date, as defined in Paragraph 44.

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

c. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date.

d. “Claimants” shall have the meaning given in Paragraph 32.

e. “Class Counsel” shall mean Milberg Coleman Bryson Phillips Grossman, PLLC, Cafferty Clobes Meriwether & Sprengel, LLP, and Bursor & Fisher.

f. “Court” means the Supreme Court of the State of New York, Nassau County.

g. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

h. “Website Usage Disclosure” means the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook and Tik Tok as a result of SelectQuote’s use of tracking technologies including but not limited to the Meta Pixel and Tik Tok Pixel on its website, www.selectquote.com and its subdomains.

i. “Defendant’s Counsel” means James F. Monagle of Mullen Coughlin, LLC, 500 Capitol Mall, Suite 23250, Sacramento, CA 95814.

j. “Effective Date” means the date defined in Paragraph 87 of this Settlement Agreement.

k. “Email Notice” or “Short-Form Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as the Short-Form Notice attached as **Exhibit C** to this Settlement Agreement.

l. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

m. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any

material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

n. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs, and expenses should be approved.

o. “Final Approval Order” means the order of the Court finally approving this Settlement.

p. “Final Judgment” means the dismissal with prejudice in the Litigation, entered in connection with the Settlement and Final Approval Order.

q. “Litigation” means the lawsuit entitled *Sequin, et al. v. SelectQuote Insurance Services, et al.* No. 616858 pending in the Supreme Court of the State of New York, Nassau County, filed on September 24, 2024.

r. “Litigation Costs” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an order of final judgment.

s. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

t. “Notice and Claims Administration Costs” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any

separate costs incurred directly by Defendant or any of Defendant's attorneys, agents or representatives in this Litigation.

u. "Notice Program" means the notice program described in Section VII.

v. "Objection Deadline" shall have the meaning set forth in Paragraph 54 or as otherwise ordered by the Court.

w. "Parties" means Plaintiffs collectively and Defendant, and a "Party" means one of the Plaintiffs or the Defendant.

x. "Plaintiffs' Released Claims" means all claims and other matters released in and by Section XIV of this Settlement Agreement.

y. "Preliminary Approval Date" means the date the Preliminary Approval Order has been executed and entered by the Court.

z. "Preliminary Approval Order" means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.

aa. "Related Entities" means SelectQuote's past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of SelectQuote's and these entities' respective predecessors, successors, members, directors, officers, employees, principals, agents, attorneys, providers, customers, insurers, and reinsurers, and includes, without limitation, any person related to any such entity who is, was, or could have been named as a defendant in this Litigation.

bb. “Released Class Claims” means all class claims and other matters released in and by Section XIV of this Settlement Agreement.

cc. “Released Persons” means Defendant and the Related Entities, and each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

dd. “Settlement” means the settlement reflected by this Settlement Agreement.

ee. “Settlement Administrator” means the class action settlement administrator retained to carry out the notice plan and administer the claims and settlement distribution process. After reviewing bids, the Parties, subject to Court approval, have agreed to use Angeion Group as Settlement Administrator in this matter.

ff. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.

gg. “Settlement Class” means all persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes. Excluded from the Class are SelectQuote and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). This exclusion does not apply,

and should not be read to apply, to those employees of SelectQuote and its Related Entities who received notification regarding the Website Usage Disclosure.

hh. “Settlement Class Member[s]” means all persons who are members of the Settlement Class.

ii. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

III. CERTIFICATION OF THE SETTLEMENT CLASS

11. For settlement purposes only, the Parties will request that the Court certify the Settlement Class.

12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Parties’ request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

IV. SETTLEMENT FUNDING

13. Defendant agrees to make available up to Eight Million Two Hundred Fifty Thousand Dollars and No Cents (\$8,250,000.00) to pay Valid Claims, Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Awards to Plaintiffs. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant’s liability shall not exceed Eight Million Two Hundred and Fifty Thousand Dollars and No Cents (\$8,250,000.00), inclusive of attorneys’ fees, costs, and expenses. Following preliminary approval of the Settlement, Defendant will pay a negotiated portion of this amount to Angeion for purposes of completing the Notice

Program and otherwise administering the Settlement. Defendant will pay the remaining amount necessary to pay for Settlement Administration, Attorneys' Fees and Costs, Service Awards to Plaintiffs, and to pay any Valid Claims made by Settlement Class Members to Angeion no later than 30 days after the Effective Date.

14. **Custody of the Settlement funds:** The Settlement funds paid to Angeion shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the funds are distributed pursuant to this Agreement or returned to those who paid them in the event this Agreement is voided, terminated, or cancelled.

- a. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement.

15. **Use of the Settlement funds:** As further described in this Agreement, the amounts paid by, or caused to be paid by, Defendant shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed based on the Settlement funds, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

16. **Financial Account:** Funds shall be held in an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement

Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

17. **Payment/Withdrawal Authorization:** No amounts may be withdrawn from the account established by the Settlement Administrator unless (i) expressly authorized by the Settlement Agreement, or as may be (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

18. **Payments to Class Members:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of awards to Claimants pursuant to this Agreement.

19. **Treasury Regulations and Fund Investment:** The Parties agree that the account in which the funds are held by the Settlement Administrator is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the account and paying from the account any taxes owed. The Parties agree that the account in which the funds are held shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the account as a qualified settlement fund from the earliest date possible. Any and all funds held in the account shall be held in an interest-bearing

account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds held in the account, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

20. **Taxes:** All taxes owed on funds held in the account shall be paid out of the account, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds pursuant to this Agreement.

21. **Limitation of Liability**

a. Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of funds by the Settlement Administrator; (iii) the formulation, design, or terms of the disbursement of funds; (iv) the determination, administration, calculation, or payment of any claims by the Administrator; (v) any losses suffered by, or fluctuations in the value of the funds paid to the Administrator; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with

the taxation of the funds paid to the Administrator or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of funds pursuant to this Agreement; (iii) the formulation, design, or terms of the disbursement of funds pursuant to the Agreement; (iv) the determination, administration, calculation, or payment of any claims by the Administrator; (v) any losses suffered by or fluctuations in the value of the funds paid to the Administrator; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the funds paid to the Administrator or the filing of any returns.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

22. **Compensation to Settlement Class Members.** Settlement Class Members may file a claim for a cash payment of up to \$20 per Settlement Class Member. Settlement Class Members must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide Claimants an opportunity to cure in the manner set forth below.

23. In the unlikely event the aggregate amount of all timely and valid approved claims exceeds the total amount available for the payment of claims, then the value of those payments shall be reduced on a pro rata basis. All such determinations shall be performed by the Settlement Administrator.

VI. SETTLEMENT ADMINISTRATION

24. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid by the Defendant.

25. The Parties agreed to solicit and did solicit competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon Email Notice, and to utilize other appropriate forms of notice where practicable, in order to contain the administration costs while still providing effective notice to the Settlement Class Members.

26. The Settlement Administrator will provide Email Notice of the settlement terms to all Settlement Class Members. To the extent there are any bounce backs or undeliverable emails, the Settlement Administrator may perform skip-tracing then mail notice via U.S. mail to any Settlement Class Members whose addresses are uncovered by skip-tracing. Settlement Class Members shall have sixty (60) Days from the Notice Date to object to the Settlement Agreement.

27. The Settlement Administrator may also provide notice via publication to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties in order to provide the best notice practicable under the circumstances.

28. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by both Class Counsel and Defendant's Counsel. The Parties shall reasonably cooperate with such requests.

29. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class

Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

30. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form may be submitted online at the Settlement Website.

31. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

32. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall be considered "Claimants."

33. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Defendant, Class Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Defendant's Counsel may reasonably require.

34. Subject to the terms and conditions of this Settlement Agreement, forty-five (45) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a settlement benefit payment via check (“Claim Check”) or digital payment selected in consultation with the Settlement Administrator (collectively, “Claim Payment”) to each Claimant determined to have made a valid claim, in accordance with the following distribution procedures:

35. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

36. For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

37. To the extent any monies remain in the Settlement Administrator’s possession ninety (90) days after the Settlement Administrator completes the process for stopping payment on any Claim Checks that remain uncashed as set forth in Paragraph 35 above, the balance will revert back to Defendant.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

38. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

39. Direct Notice shall be provided to Settlement Class Members via email for Settlement Class Members for whom the Settlement Administrator has a valid email address. Additional Notice may be provided via U.S. mail pursuant to Paragraph 26, and publication if necessary pursuant to Paragraph 27, to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties in order to provide the best notice practicable under the circumstances.

40. Within fifteen (15) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and last email addresses known to Defendant for the Settlement Class Members (the “Class List”).

41. Within forty-five (45) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall email the Email Notice to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request.

42. If any Short-Form Notice is returned as undeliverable, the Settlement Administrator may mail the Short-Form Notice to the any address recovered via skip-tracing.

43. The Email Notice will be substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Email Notice in a reasonable manner to minimize mailing and administrative costs. Before the Email Notice is commenced, Class Counsel and Defendant’s Counsel shall first be provided with a proof copy (including 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 the Court’s orders.

44. No later than forty-five (45) Days following entry of the Preliminary Approval Order, the Settlement Administrator shall effectuate any publication notice made pursuant to paragraph 30, to the extent that this notice is deemed to be necessary by the Parties.

45. No later than forty-five (45) Days following entry of the Preliminary Approval Order, and prior to the Email Notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the CAC, Email Notice, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld, by Class Counsel and Defendant's Counsel. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Email Notice.

46. Claimants shall be able to submit their claims via the website.

47. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Claims Deadline has passed.

48. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

49. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

VIII. OBJECTIONS TO THE SETTLEMENT

50. Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a written objection(s) to the settlement (“Objection(s)”) on Class Counsel and Defendant’s Counsel, at the addresses set forth in the Long-Form Notice.

51. Each Objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; and (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation, and identifying any other objections to class settlements the attorney or other duly authorized representative has been associated with making in the last five (5) years.

52. Objections must be filed with the Court and served on Class Counsel and Defendant’s Counsel no later than sixty (60) Days after the Notice Date (the “Objection Deadline”). The Objection Deadline shall be included in the Short-Form and Long-Form Notices.

53. Class Counsel and Defendant’s Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

54. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final

Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

55. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement and the Long-Form Notice, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

IX. OPT OUT PROCEDURES

56. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members may also mail or submit an exclusion form via the Settlement Website. The written notice must clearly manifest a Person's intent to opt-out of

the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

57. All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 58 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 58 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

IX. ATTORNEYS’ FEES, COSTS, AND EXPENSES, AND SERVICE AWARDS

58. Class Counsel shall request the Court to approve an award of attorneys’ fees, costs and expenses not to exceed Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000). Class Counsel’s attorneys’ fees, costs, and expenses awarded by the Court shall be paid no later than forty-five (45) Days after the Effective Date. For the avoidance of doubt, the Court approved amount of any attorneys’ fees, costs, and expenses shall be paid by the Defendant.

59. Class Counsel shall request the Court to approve a service award of three thousand five hundred dollars (\$3,500) for each of the named Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class (“Service Award”). If approved by the Court, this Service Award will be paid no later than forty-five (45) Days after the Effective Date.. The Parties did not discuss or agree upon payment of service awards until after they agreed on all materials terms of relief to the Settlement Class.

60. Class Counsel will file applications with the Court for the requested Service Awards and attorneys’ fees, costs, and expenses no later than fourteen (14) Days prior to the Objection Deadline.

61. The Parties agree that the Court's approval or denial of any request for the Service Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any reduction to the Service Award or award of attorneys' fees, costs, or expenses shall not operate to terminate or cancel this Settlement Agreement.

X. NOTICES

62. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by mail to the following addresses:

All notices to Class Counsel or Plaintiffs shall be sent to:

Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
Tel: 866.252.0878

And

Daniel O. Herrera
Cafferty Clobes Meriwether & Sprengel LLP
135 S. LaSalle Street, Suite 3210
Chicago, Illinois 60603
Tel: 312-782-4880

All notices to Defendant's Counsel or Defendant shall be sent to:

James F. Monagle
Mullen Coughlin LLC
500 Capitol Mall, Suite 23250
Sacramento, California 95813
Tel: 267.930.4771

63. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of

comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XI. SETTLEMENT APPROVAL PROCESS

64. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of New York, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. Approves the Objection procedures as outlined in this Settlement Agreement;

i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and,

j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

XII. FINAL APPROVAL HEARING

67. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

68. The Parties may file a response to any objections and a Motion for Final Approval no later than fourteen (14) Days after the Objection Deadline.

69. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

70. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of New York, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

c. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;

d. A finding that neither the Final Judgment, the settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;

(a) Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;

e. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Plaintiffs' Released Claims;

f. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Class Claims; and

g. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution

of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing.

71. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIII. TERMINATION OF THIS SETTLEMENT AGREEMENT

72. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit D** hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** hereto);

c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement on the terms set forth herein; or

d. The Effective Date cannot occur.

73. The Parties agree to work in good faith to effectuate this Settlement Agreement.

74. If a Party elects to terminate this Settlement Agreement under this Section XIII, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

75. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

76. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

77. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XIV. RELEASE

78. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

79. On the Effective Date, Plaintiffs and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Plaintiffs' Released Claims or the Released Class Claims.

80. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to the Website Usage Disclosure that were or could have been asserted in the Litigation (the "**Plaintiffs' Release**"). The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "**Plaintiffs' Released Claims**"). The Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

81. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys'

fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to the Website Usage Disclosure that were or could have been asserted in the Litigation (the “Settlement Class Release”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

(b) Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs’ Released Claims and the Released Class Claims shall be dismissed with prejudice and released. The Plaintiffs’ Released Claims and Released Class Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Plaintiffs and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her, or its agreement to release Defendant and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. With respect to any Unknown Claims, upon the Effective Date, Plaintiffs and all Settlement Class Members shall have, as applicable, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any provisions, rights, or benefits conferred by any law of any state, province, or territory of the United

States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which are similar 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.

82. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

83. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs' Released Claims or the Released Class Claims as well as any and all claims for the Service Award to Plaintiffs.

(c) Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XV. EFFECTIVE DATE

84. The “Effective Date” of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Email Notice has been sent, or other notice required by the Notice Program, if any, has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have become Final, as defined in Paragraph 10(l).

XVI. MISCELLANEOUS PROVISIONS

85. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

86. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Website

Usage Disclosure or allegations asserted in the CAC and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

87. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

88. No person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

89. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement,

negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

90. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

91. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

92. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

93. This Settlement Agreement shall be construed under and governed by the laws of the State of New York without regard to its choice of law provisions.

94. If any press release is to be issued by the Parties, including their respective counsel, concerning the Settlement, it will be a joint press release for which the Parties will agree upon the language therein prior to release.

95. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

96. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.

97. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

98. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

99. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

100. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its

counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

101. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

By: 
Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: 866.252.0878
gklinger@milberg.com

By: 
Daniel O. Herrera
Cafferty Clobes Meriwether & Sprengel LLP
135 S. LaSalle Street, Suite 3210
Chicago, Illinois 60603
Tel: 312-782-4880
dherrera@caffertyclobes.com

Approved as to form and content by counsel for Defendant:

By: 
James F. Monagle
Mullen Coughlin LLC
500 Capitol Mall, Suite 23250
Sacramento, CA 95814
Tel: 267-930-1529
jmonagle@mullenlaw.com

EXHIBIT A

**Your claim must
be submitted
online or
postmarked by:
DEADLINE**

Shah, et al. v. SelectQuote Insurance Service

Case No. [REDACTED]

Supreme Court, State of New York

County of Nassau

SelectQuote Pixel Settlement Claim Form

**SEQ
CLAIM**

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a Settlement Class Member.

The **Settlement Class** includes all persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes.

Excluded from the Class are SelectQuote and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). This exclusion does not apply, and should not be read to apply, to those employees of SelectQuote and its Related Entities who received notification of this Settlement.

SETTLEMENT CLASS MEMBER BENEFITS

Defendant agrees to make available up to Eight Million Two Hundred Fifty Thousand Dollars and No Cents (**\$8,250,000.00**) which shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement Agreement.

Cash Compensation: Settlement Class Members may file a claim for a cash payment of up to \$20 per Settlement Class Member.

SUBMITTING YOUR CLAIM FORM

To submit a Claim for payment, you may submit a Claim Form:

- (1) **Online:** visit **WEBSITE** to submit a Claim Form online no later than **DEADLINE**; **OR**
- (2) **By mail:** print, complete, and submit this Claim Form by mail so it is postmarked no later than **DEADLINE**, and sent to SelectQuote Pixel Settlement, c/o Settlement Administrator, Attn: Claim Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**Your claim must
be submitted
online or
postmarked by:
DEADLINE**

Shah, et al. v. SelectQuote Insurance Service

Case No. [REDACTED]

Supreme Court, State of New York

County of Nassau

SelectQuote Pixel Settlement Claim Form

**SEQ
CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Mobile Phone Number

Notice ID Number

II. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

☐ **Check** (Payment will be mailed to the address provided in Section I above)

III. ATTESTATION & SIGNATURE

By signing below and submitting this Claim Form, I hereby certify that:

1. I provided my information on www.selectquote.com for the purposes of obtaining a quote for insurance products from _____ through _____, 2024; and

2. The information I provided on this Claim Form is true and correct to the best of my knowledge, and this is the only claim I will submit in connection with this Settlement. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

**Your claim must
be submitted
online or
postmarked by:
DEADLINE**

Shah, et al. v. SelectQuote Insurance Service

Case No. [REDACTED]

Supreme Court, State of New York

County of Nassau

SelectQuote Pixel Settlement Claim Form

**SEQ
CLAIM**

Signature: _____ Printed Name: _____ Date: __/__/__

EXHIBIT B

Notice of Proposed Class Action Settlement *Shah v. SelectQuote Insurance Service*

This is not a solicitation from a lawyer.
Supreme Court, State of New York, County of Nassau

- A proposed Settlement has been reached with SelectQuote Insurance Service (“Defendant”) over the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to at least Facebook and TikTok as a result of SelectQuote’s use of at least the Meta Pixel and TikTok Pixel on its website, www.selectquote.com (the “Website Usage Disclosure”).
- The Defendant agrees to make available up to Eight Million Two Hundred Fifty Thousand Dollars and No Cents (\$8,250,000.00) which shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed, (iii) any Service Awards approved by the Court, (iv) any Attorneys’ Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement Agreement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way to be eligible to receive a Settlement Payment under the terms of the Settlement.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant and Released Persons, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive a Settlement Payment.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive a Settlement Payment.
GO TO THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive a Settlement Payment and you will give up your rights to sue the Defendant and Released Persons for the claims this Settlement resolves.

- 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 Payments will be issued unless the Court approves the Settlement, and it becomes final.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

BASIC INFORMATION**1. Why is there a Notice?**

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

The case is known as *Shah, et al. v. SelectQuote Insurance Service*, Case No. _____ (“Litigation”), pending in the Supreme Court of the State of New York, County of Nassau. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, SelectQuote Insurance Service (“SelectQuote”), is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs allege SelectQuote disclosed the personal information of Plaintiffs and members of the Settlement Class to Facebook and TikTok as a result of SelectQuote’s use of the Meta Pixel and TikTok Pixel on its website, www.selectquote.com.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Plaintiffs and Settlement Class Representatives in this case are Leonardo Sequin, Vishal Shah, Valerie Torres, Anthony Salazar, David Greene, Marilyn Fogg, and Thomas Makin.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims made in this Action. Defendant has denied and continues to deny any wrongdoing whatsoever. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Plaintiffs and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?**5. How do I know if I am part of the Settlement?**

The Settlement Class includes all persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Class are SelectQuote and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). This exclusion does not apply, and

should not be read to apply, to those employees of SelectQuote and its Related Entities who received notification of this Settlement.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [WEBSITE](#), or call toll-free 1-[XXX-XXX-XXXX](#). You may also email the Settlement Administrator at [EMAIL](#).

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

Defendant agrees to make available up to Eight Million Two Hundred Fifty Thousand Dollars and No Cents (\$8,250,000.00) which shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement Agreement.

9. What is the Cash Compensation available to Settlement Class Members?

Settlement Class Members may file a claim for a cash payment of up to \$20 per Settlement Class Member.

10. What am I giving up in order to receive a Settlement Payment or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this Litigation, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims include any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to the Website Usage Disclosure that were or could have been asserted in the Litigation (the "Plaintiffs' Release").

More information is provided in the Settlement Agreement, which is available at [WEBSITE](#).

HOW TO GET A SETTLEMENT PAYMENT — SUBMITTING A CLAIM FORM

12. How do I make a claim for a Settlement Payment?

Visit [WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#). Settlement Class Members can also request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator:

Mail: SelectQuote Pixel Settlement, Attn: Claim Form Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [EMAIL](#)

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

13. Where do I send my completed Claim Form?

Completed Claim Forms not submitted online must be mailed to the Settlement Administrator at: SelectQuote Pixel Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms submitted by mail must be postmarked no later than **DATE**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive a Settlement Payment?

Settlement Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Settlement Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Payments can be issued. Please be patient and check **WEBSITE** for updates.

THE LAWYERS REPRESENTING YOU**16. Do I have a lawyer in this case?**

Yes, the Court has appointed Bursor & Fisher, P.A., Milberg Coleman Bryson Phillips Grossman, PLLC, and Cafferty Clobes Meriwether & Sprengel, LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

17. How will Class Counsel be paid?

Class Counsel shall request the Court to approve an award of attorneys' fees, costs and expenses not to exceed Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000). Class Counsel shall request the Court to approve a service award of Three Thousand Five Hundred Dollars (\$3,500) for each of the named Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class ("Service Award"). The Court may award less than these amounts.]

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case of the proceeding, *Shah v. SelectQuote Pixel Settlement*, Case [REDACTED], Supreme Court, State of New York, County of Nassau, include the full name and current address of the individual requesting exclusion, and include a statement indicating a request to be excluded from the Settlement Class.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

SelectQuote Pixel Settlement

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

You may also submit a Request for Exclusion online at **WEBSITE**. Your Request for Exclusion must be submitted online no later than **DEADLINE**.

You cannot exclude yourself by telephone or by email.

19. If I exclude myself, can I still receive a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a Settlement Payment if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Settlement Class Members may object to the Settlement by submitting written objections to the Court no later than **DEADLINE**. Any objection to the proposed Settlement must be in writing. For an objection to be considered by the Court, the objection must:

- (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice);
- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any; and
- (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.

Objections must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than **Objection Deadline**.

Court	Defendant's Counsel
ADDRESS	James F. Monagle Mullen Coughlin LLC 500 Capitol Mall, Suite 23250 Sacramento, California 95813
Class Counsel	Class Counsel
Gary M. Klinger Milberg Coleman Bryson Phillips Grossman 227 W. Monroe Street, Suite 2100 Chicago, Illinois 60606	Daniel O. Herrera Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street, Suite 3210 Chicago, Illinois 60603

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to the Settlement Agreement, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**. The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs and Expenses, and the Service Awards for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (see Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING**26. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive a Settlement Payment. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or Released Persons about the legal issues in this Litigation and released by the Settlement.

GETTING MORE INFORMATION**27. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. You may also contact the Settlement Administrator by mail or email:

Mail: SelectQuote Pixel Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: **Email Address**

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

EXHIBIT C

From: Settlement Administrator

To: «Class Member Email Address»

Subject Line: Shah v. SelectQuote Insurance Service – Notice of Proposed Class Action Settlement

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

Notice of Proposed Class Action Settlement

Shah v. SelectQuote Insurance Service

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

A proposed Settlement has been reached with SelectQuote Insurance Service (“Defendant”) over the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to at least Facebook and Tik Tok as a result of SelectQuote’s use of at least the Meta Pixel and Tik Tok Pixel on its website, www.selectquote.com.

Who is Included?

The Settlement Class includes all persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes.

What does the Settlement Provide?

Defendant agrees to make available up to Eight Million Two Hundred Fifty Thousand Dollars and No Cents (\$8,250,000.00) to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed, (iii) any Service Awards approved by the Court, (iv) any Attorneys’ Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement Agreement.

Cash Compensation: Settlement Class Members may file a claim for a cash payment of \$20 per Settlement Class Member.

How To Submit a Claim

Visit [SETTLEMENT WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DEADLINE DATE**. Claim Forms submitted by mail must be postmarked no later than **DEADLINE DATE**.

Your Other Options

If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DEADLINE DATE**. If you do not exclude yourself, you will release any claims you may have against the Defendant related to the legal issues this Settlement resolves. If you do not exclude yourself, you may **object** to the Settlement by **DEADLINE DATE**. Please visit [SETTLEMENT WEBSITE](#) for complete details on how to exclude yourself from or object to the Settlement, or for more information about the Released Claims.

The Lawyers Representing You

The Court has appointed Bursor & Fisher, P.A., Milberg Coleman Bryson Phillips Grossman, PLLC, and Cafferty Clobes Meriwether & Sprengel, LLP as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall request the Court to approve an award of attorneys' fees, costs and expenses not to exceed Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000). Class Counsel shall also request the Court approve a service award of Three Thousand Five Hundred Dollars (\$3,500) for each of the named Plaintiffs.

The Final Approval Hearing

The Court has scheduled a hearing for **DATE** at **TIME** located at **ADDRESS OF THE COURTHOUSE**, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees, and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **SETTLEMENT WEBSITE** for updates.

This Notice is only a Summary.

Please visit **SETTLEMENT WEBSITE** or call toll-free 1-**XXX-XXX-XXXX** for more information.

[Unsubscribe](#)

EXHIBIT D

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

LEONARDO SEQUIN, VISHAL SHAH,
VALERIE TORRES, ANTHONY SALAZAR,
DAVID GREENE, MARILYN FOGG, and
THOMAS MAKIN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SELECTQUOTE INSURANCE SERVICE
and SELECTQUOTE INC.,

Defendant.

Index No. 616858/2024

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

WHEREAS, a putative class action is pending in this Court entitled *Leonardo Sequin, et al. v. SelectQuote Insurance Service, et al.*, Index No. 616858 (the “Action”);

WHEREAS, Plaintiffs LEONARDO SEQUIN, VISHAL SHAH, VALERIE TORRES, ANTHONY SALAZAR, DAVID GREENE, MARILYN FOGG, and THOMAS MAKIN, individually and on behalf of all others similarly situated (“Plaintiff”) and Defendants SELECTQUOTE INSURANCE SERVICE and SELECTQUOTE INC. (collectively “Defendants”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Article 9 of the Civil Practice Law and Rules, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Settlement Class Representatives, appointing Class Counsel as counsel for

the Settlement Class, appointing Angeion as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to CPLR §§ 901(a), 903, and 907, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes.

The Settlement Class includes approximately 900,000 people. The Settlement Class specifically excludes SelectQuote and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that the requirements of CPLR § 901(a) have been met, including: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement

Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives has no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

3. **Settlement Class Representative and Settlement Class Counsel:** Leonardo Sequin, Vishal Shah, Valerie Torres, Anthony Salazar, David Greene, Marilyn Fogg, and Thomas Makin is hereby provisionally designated and appointed as the Settlement Class Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent Class Members and therefore typical of the Class and that he will be an adequate Settlement Class Representatives

The Court finds that Gary M. Klinger, Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC, Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel, LLP, and Yitz Kopel of Bursor & Fisher, P.A. are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2025 at ____ a.m./p.m., [by videoconference] for the following purposes: (a) to determine whether

the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class; (b) to determine whether a proposed Judgment substantially in the form annexed to the Settlement Agreement as Exhibit E should be entered dismissing the Action with prejudice against Defendants; (c) to determine whether the motion of Settlement Class Counsel for a Fee Award and Costs should be approved; (d) to determine whether the motion of the Settlement Class Representatives for Service Award Payment(s) should be approved; and (e) to consider any other matters that may be properly brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth in Paragraph 7 of this Order.

6. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

7. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain Angeion (the “Settlement Administrator”) to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth more fully in the Settlement Agreement.

8. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Notice, the Claim Form, and the Summary Notice, attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the mailing and distribution of the Notice as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including

the releases to be provided thereunder), of Class Counsel's request for Fee Award and Costs, of Settlement Class Representatives' request(s) for Service Award Payment(s), of their right to object to the Settlement, Class Counsel's request for Fee Award and Costs, and/or Settlement Class Representatives' request(s) for Service Award Payment(s), of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of CPLR §§ 904 and 908, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before they are mailed and distributed.

9. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form, and must do so within ninety (90) days after the Notice Date. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

10. **Claims Process and Distribution and Allocation Plan.** Settlement Class Representative and Defendants have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the

Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

11. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days from the date of Notice** (the “Opt-Out Period”). The written notification must clearly manifest a person’s intent to opt-out of the Settlement.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

12. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is filed with the Court and mailed to Class Counsel and Defendant’s Counsel no later than the Objection Date, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the

information set forth in Paragraph 51 of the Settlement Agreement, which is as follows: (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; and (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation, and identifying any other objections to class settlements the attorney or other duly authorized representative has been associated with making in the last five (5) years.

13. Any Settlement Class Member who fails to comply with the provisions in Paragraph 12 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered. If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

14. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective

positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

15. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

16. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Date: 45 Days after Preliminary Approval

Motion for Final Approval: 30 Days before Final Approval Hearing

Motion for Service Awards, Attorneys' Fees and Costs: 14-Days prior to the Objection Deadline and Opt-Out Deadline

Opt-Out Deadline: 60 Days after Notice is sent to the Settlement Class

Objection Deadline: 60 Days after Notice is sent to the Settlement Class

Replies in Support of Final Approval, Service Awards and Fee Requests: 14 Days before Final Approval Hearing

Claim Deadline: 90 Days after Notice is sent to the Settlement Class

Final Approval Hearing: at least 130 Days after Preliminary Approval

IT IS SO ORDERED this ____ day of _____, 2025.

Hon.

EXHIBIT E

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

LEONARDO SEQUIN, VISHAL SHAH,
VALERIE TORRES, ANTHONY SALAZAR,
DAVID GREENE, MARILYN FOGG, and
THOMAS MAKIN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SELECTQUOTE INSURANCE SERVICE
and SELECTQUOTE INC.,

Defendant.

Index No. 616858/2024

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

WHEREAS, a putative class action is pending in this Court entitled *Leonardo Sequin, et al. v. SelectQuote Insurance Service, et al.*, Index No. 616858 (the “Action”);

WHEREAS, Plaintiffs LEONARDO SEQUIN, VISHAL SHAH, VALERIE TORRES, ANTHONY SALAZAR, DAVID GREENE, MARILYN FOGG, and THOMAS MAKIN, individually and on behalf of all others similarly situated (“Plaintiff”) and Defendants SELECTQUOTE INSURANCE SERVICE and SELECTQUOTE INC. (collectively “Defendants”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the Action and provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated _____, 2025 (“Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class

solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, [XX] Class Members submitted objections;

WHEREAS, [XX] Class Members submitted valid requests to be excluded from the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2025 (the “Final Approval Hearing”) to consider, among other things, (a) the Objection(s) to the Settlement; (b) whether the terms and conditions of the Settlement were fair, reasonable and adequate to the Settlement Class, and should therefore be approved; (c) whether Class Counsel’s motion for Fee Award and Costs should be granted; (d) whether Settlement Class Representative’s motion for Service Award Payment should be granted; and (e) whether a judgment should be entered dismissing the Action with prejudice as against Defendants; and

WHEREFORE, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings had herein connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction**: This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on _____, 2025; (b) the Notice documents filed with the Court on _____, 2025; and (c) the Preliminary Approval Order, dated _____, 2025.

3. **Class Certification for Settlement Purposes:** The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to CPLR §§ 901(a), 903, 905 and 907 on behalf of the Settlement Class consisting of All persons who provided their information on www.selectquote.com for the purposes of obtaining a quote for insurance products during the following periods: (1) from October 17, 2019 through October 17, 2023 for Florida residents at the time of obtaining the quote; (2) from October 17, 2020 through October 17, 2023 for California, Maryland and Massachusetts residents at the time of obtaining the quote; and (3) from October 17, 2021 through October 17, 2023 for all other persons who obtained quotes. The Settlement Class includes approximately 900,000 people. The Settlement Class specifically excludes SelectQuote and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

4. The requirements of CPLR § 901(a) have been met for settlement purposes, in that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual members; (c) the claims of the Settlement Class Representative are typical of the claims of the Settlement Class; (d) the Settlement Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class

action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the releases to be provided thereunder), (iii) Class Counsel's motion for a Fee Award and Costs, (iv) Settlement Class Representative's motion for a Service Award Payment, (v) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Costs, and/or Settlement Class Representative's motion for a Service Award Payment, (vi) their right to exclude themselves from the Settlement Class, and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of CPLR §§ 904 and 908, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

6. **Objection:** [TO BE DETERMINED]

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Article 9 of the Civil Practice Law and Rules, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement Fund; the Releases provided for in the Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the

Settlement Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

8. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to the Defendants, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

9. **Binding Effect:** The terms of the Settlement Agreement and this Judgment shall be forever binding on Defendants, Plaintiffs and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submitted a Claim Form or seeks or obtains a distribution or benefits under the terms of the Settlement), as well as their respective successors and assigns.

1. **Releases:** The releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that, upon the Effective Date, and in consideration of the Settlement benefits described in the Settlement Agreement, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

10. Notwithstanding Paragraph 10 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

11. **No Admissions:** This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendants of any liability, claim or wrongdoing in this Action or in any other proceeding.

12. Upon entry of this Order, Settlement Class members are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly or indirectly, any action or proceeding asserting any of the Released Claims against any of the Released Persons in this or any other forum.

13. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court finds continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; and (b) the Settlement Class Members for all matters relating to the Action.

14. Class Counsel's motion for a Fee Award and Costs is hereby GRANTED and Class Counsel is hereby awarded a Fee Award and Cost in the amount of _____ (\$_____) for their services in this action, which award the Court finds to be fair and reasonable pursuant to CPLR § 909, to be paid as set forth in the Settlement Agreement.

15. Settlement Class Representatives' motion for a Service Award Payment is hereby GRANTED and Settlement Class Representatives are awarded a Service Award Payment in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), to be paid as set forth in the Settlement Agreement.

16. **Modification of the Agreement of Settlement:** Without further approval from the Court, Plaintiff and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement:** If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiff, the other Settlement Class Members and Defendants, and the Parties shall revert to their respective positions in the Action as of _____, 2025, as provided in the Settlement Agreement.

18. **Entry of Judgment:** There is no just reason for delay of entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final Judgment in the Action.

IT IS SO ORDERED this ____ day of _____, 202__.

Hon. _____.

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