

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

NANCY BALZER, PATRICIA BARCLAY,  
MICHELLE FIX, JASON GORDON, DAVID A.  
HOOVER, SHAWNTE MONIQUE  
MCDOWELL, DONNA M. ORLANDO-  
MARTIN, GRACE SHERK, CHLOE WRIGHT,  
ROY EVERETT YAX, DAWN PENDRAK,  
MICHAEL GURR, LEE HOLDSWORTH,  
LINDA JONES and ALONZO EMERY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SERVICEAIDE, INC.,

Defendant.

Index No.: 625615/2025

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant Serviceaide, Inc. is a company that provides its clients with “AI-powered solutions” to “streamline workflows, boost productivity, and enhance service delivery.” Serviceaide states it employs “advanced technology” to enable “informed decision-making and exceptional service delivery.”

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

2. Catholic Health is a Buffalo, New York based non-profit healthcare system that provides care to Western New Yorkers across a network of hospitals, nursing homes, home care agencies, and physician practices. As part of its business of providing healthcare, Catholic Health receives and maintains the Private Information of thousands of its current and former patients. Catholic Health is a client of Serviceaide.

3. As part of Defendant's business operations, it receives and maintains the Private Information of thousands of Catholic Health's current and former patients.

4. On or about November 15, 2024, Defendant became aware of a cybersecurity incident that took place between September 19, 2024 and November 5, 2025, wherein a third party unlawfully accessed Defendant's computer systems and network. The files accessed may have included the following information entrusted to Catholic Health in its provision of medical services depending on the individual involved: names, Social Security numbers, dates of birth, medical record numbers, patient account numbers, medical/health information, health insurance information, prescription/treatment information, clinical information, provider names, provider location, and email/usernames and passwords.

5. On or around May 9, 2025, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Incident.

6. As a result, eleven lawsuits relating to the Data Incident were filed against Defendant in the Northern District of California: (1) *Wolf v. Serviceaide, Inc.*, No. 5:25-cv-04251 (the "Wolf Action"); (2) *Wright v. Serviceaide, Inc.*, No. 5:25-cv-04256 (the "Wright Action"); (3) *Hoover et al. v. Serviceaide, Inc.*, No. 5:25-cv-04260 (the "Hoover Action"); (4) *Holdsworth v. Serviceaide, Inc.*, No. 5:25-cv-04260 (the "Holdsworth Action"); (5) *Thompson v. Serviceaide, Inc.*, No. 5:25-cv-04272 (the "Thompson Action"); (6) *Barclay v. Serviceaide, Inc.*, No. 5:25-cv-

04278 (the “Barclay Action”); (7) *Yax v. Serviceaide, Inc.*, No. 5:25-cv-04280 (the “Yax Action”); (8) *Pendrak et al. v. Serviceaide, Inc.*, No. 5:25-cv-04295 (the “Pendrak Action”); (9) *Raymond v. Serviceaide, Inc.*, No. 5:25-cv-04327 (the “Raymond Action”); (10) *Balzer v. Serviceaide, Inc.*, No. 5:25-cv-04440 (the “Balzer Action”); and (11) *Gordon v. Serviceaide, Inc.*, No. 5:25-cv-04974 (the “Gordon Action”). Plaintiffs’ counsel in those actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class of individuals impacted in the Data Incident.

7. On July 22, 2025, the Court consolidated the *Wolf, Wright, Hoover, Holdsworth, Thompson, Barclay, Yax, Pendrak, Raymond, and Balzer* Actions. See *Wolf v. Serviceaide, Inc.*, No. 5:25-cv-04251, ECF No. 23.

8. On August 21, 2025, Plaintiffs filed a Consolidated Class Action Complaint alleging claims for negligence, breach of implied contract, unjust enrichment, invasion of privacy, violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and declaratory judgment.

9. On September 22, 2025, Defendant filed a Motion to Dismiss. Plaintiffs filed their opposition to the Motion on October 6, 2025.

10. In an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began exploring settlement. Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

11. The Parties’ counsel, who are experienced in class actions and specifically data breach litigation, discussed the terms of a classwide settlement over the course of several weeks

in October and November 2025. The negotiations were arms-length and hard fought. During the negotiations, the Parties decided that venue was proper in this Court.

12. Consequently, Plaintiffs dismissed their consolidated action and filed the instant Action in this Court. The Complaint alleges claims against Defendant for negligence, breach of implied contract, unjust enrichment, and invasion of privacy on behalf of a nationwide class of individuals impacted by the Data Incident.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant and Catholic Health have entered into a separate agreement pursuant to which Catholic Health has also agreed to release Catholic Health's claims against Defendant which is contingent upon the final approval of this Settlement. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend

this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## **II. Definitions**

14. “**Action**” means the class action lawsuit entitled: *Nancy Blazer et al. v. Serviceaide, Inc.*, Index No. 625615/2025, pending in the Supreme Court of the State of New York, County of Nassau.

15. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

16. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval for attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

17. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash.

18. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members, who incurred documented, unreimbursed out-of-pocket costs or financial losses resulting from fraud and/or identity theft and related to the Data Incident, may elect pursuant to Section V herein.

19. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit in the estimated amount of \$50.00 that Settlement Class Members may elect pursuant to Section V herein.

20. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

22. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

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

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

25. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow, Raina Borrelli of Strauss Borrelli PLLC, Gary M. Klinger of Milberg PLLC, and Scott Cole of Cole & Van Note.

26. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

27. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

28. “**Complaint**” means the Complaint filed by Plaintiffs on November 26, 2025.

29. “**Court**” means the Supreme Court of the State of New York, County of Nassau and the Judge(s) assigned to the Action.

30. “**Data Incident**” means the cybersecurity incident that took place between

September 19, 2024 and November 5, 2025, involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class Members' Private Information.

31. “**Defendant**” means Serviceaide, Inc., the defendant in the Action.

32. “**Defendant’s Counsel**” means James Monagle of Mullen Coughlin LLC.

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

34. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that may be distributed to Settlement Class Members for whom email addresses are identified by the Settlement Administrator.

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

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

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

38. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 6*.

39. “**Long Form Notice**” means the long form notice of the Settlement, substantially

in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

40. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

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

42. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, and Service Awards.

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

44. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Long Form Notice, Settlement Website and toll-free Settlement telephone line.

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

46. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

47. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

48. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

49. “**Plaintiffs**” means, Nancy Balzer, Patricia Barclay, Michelle Fix, Jason Gordon, David A. Hoover, Shawnte Monique McDowell, Donna M. Orlando-Martin, Grace Sherk, Chloe Wright, Roy Everett Yax, Dawn Pendrak, Michael Gurr, Lee Holdsworth, Linda Jones, and Alonzo Emery, the plaintiffs in the Complaint.

50. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

51. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

53. “**Private Information**” means information collected and/or maintained by Defendant, including, but not limited to some combination of names, Social Security numbers, dates of birth, medical record numbers, patient account numbers, medical/health information, health insurance information, prescription/treatment information, clinical information, provider names, provider location, and email/usernames and passwords.

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

55. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based

on any federal, state, local, statutory or common law or any other law, rule, or regulation of any kind against the Released Parties, or any of them, arising out of or relating to the Data Incident.

56. **“Released Parties”** means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees; and customers, including expressly Catholic Health and each entity which is controlled by, controlling or under common control with Catholic Health and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

57. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

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

59. **“Settlement Administrator”** means Kroll Settlement Administration LLC.

60. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

61. **“Settlement Class”** means all living individuals residing in the United States

whose Private Information was impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

62. “**Settlement Class Member**” means any member of the Settlement Class.

63. “**Settlement Class Member Benefit(s)**” means Cash Payments that Settlement Class Members may elect to Claim pursuant to Section V herein.

64. “**Settlement Fund**” means the non-reversionary \$1,800,000.00 in cash that Defendant is obligated to fund or cause to be funded under the terms of the Settlement.

65. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

66. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement

Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

67. Within fifteen (15) days following Preliminary Approval, Defendant shall pay or cause to be paid to the Escrow Account an amount estimated by the Settlement Administrator to cover the actual expenses of providing notice to and administering claims of Settlement Class Members. Within fifteen (15) days following the Effective Date, Defendant shall pay or cause to be paid to the Escrow Account the remaining portion of the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay: (a) all claims for Cash Payments; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

68. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes.

The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

**IV. Certification of the Settlement Class**

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Consideration**

70. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant without receiving a Cash Payment.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses as a result of fraud and/or identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must select Cash Payment for Documented Losses on the Claim Form attesting to having incurred documented losses related to fraud and/or identity theft.

Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Reimbursable losses shall be defined as bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the breach. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

**b. Cash Payment B – Alternate Cash**

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$50.00.

71. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust

the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Cash Payment A – Documented Losses claims, and (2) Cash Payment B – Alternate Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund.

**VI. Settlement Approval**

72. Within 14 business days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

73. The Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and Kenneth Grunfeld and Paul J. Doolittle as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

74. The Parties agree that, subject to Court approval, Kroll Settlement Administration LLC shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

75. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

76. The Settlement Administrator's duties include:
- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, Email Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
  - b. Establishing and maintaining the Escrow Account approved by the Parties;
  - c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
  - d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
  - e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant's Counsel. The reporting follows the phase of the administration and additional information is added as it is available;
- i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of cash Payment, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- k. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;
- l. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and
- m. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

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

77. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than five (5) days after entry of the Preliminary Approval Order. To the

extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

78. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. Email Notice shall be sent to all Settlement Class Members for whom the Settlement Administrator is able to procure following reverse lookups or other reasonably accepted search methods. To the extent postal addresses and email addresses are identified by the Settlement Administrator, those Settlement Class members shall receive only Email Notice. Settlement Class members whose Email Notices bounce back, or are otherwise undeliverable, will be sent a Postcard Notice to the extent a postal address is available or can be identified.

79. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date

or time for the Final Approval Hearing changes.

80. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

81. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice,

and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

83. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
  - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel

and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

84. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

85. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

**IX. Claim Form Process and Disbursement of Settlement Class Member Benefits**

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

87. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

88. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

89. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

90. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

91. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

93. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 60 days from the Claim Form Deadline to approve or reject Claims;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

94. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel. Additionally, Class Counsel shall have the right to inspect

the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

95. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

97. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members who file their Claim Form online will select their preferred method of payment on the Claim Form, with the option to select from alternative forms of electronic payment or paper check. Settlement Class Members who file their Claim Form by mail will receive a paper check. Paper checks must be negotiated within 180 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the complication using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

**X. Final Approval Order and Final Judgment**

98. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of

the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

99. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

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

terms.

**XI. Service Awards, Attorneys' Fees and Costs**

100. *Service Awards* – The Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

101. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Effective Date.

102. This Settlement is not contingent on approval of the request for attorneys' fees, costs or Service Awards, and if the Court denies the requests or grants amounts less than what were requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

103. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund. Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel.

**XII. Disposition of Residual Funds**

104. In the event there are funds remaining in the Settlement Fund 20 days following a

180-day period to cash checks, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

**XIII. Releases**

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

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

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

106. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement

Class Member Benefit, under the Settlement.

107. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

**XIV. Termination of Settlement**

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

110. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action

and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**XV. Effect of Termination**

111. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

112. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

113. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing

of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

114. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

115. This Agreement constitutes a compromise and settlement of disputed claims.

116. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

117. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this

Agreement or the Releases contained herein.

**XVII. Miscellaneous Provisions**

118. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

120. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

121. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good

faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

123. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

125. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of New York, without regard to the principles thereof regarding choice of law.

126. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

127. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**  
One West Las Olas Blvd.  
Suite 500  
Fort Lauderdale, Florida 33301  
ostrow@kolawyers.com

Raina Borrelli  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 N Michigan Avenue, Suite 1610  
Chicago IL, 60611  
raina@straussborrelli.com

Gary M. Klinger  
**MILBERG, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
gklinger@milberg.com

Scott Cole  
**COLE & VAN NOTE**

555 12th Street, Suite 2100  
Oakland, California 94607  
sec@colevannote.com

If to Defendant or Defendant's Counsel:

James Monagle  
**MULLEN COUGHLIN LLC**  
500 Capitol Mall, Suite 2350  
Sacramento, CA 95814  
jmonagle@mullen.law

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

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

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

131. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

132. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be

considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

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

**CLASS COUNSEL** (for Plaintiffs and the Settlement Class):

*Jeffrey Ostrow*  
Jeffrey Ostrow (Mar 16, 2026 14:14:03 EDT)

Date: Mar 16, 2026

**Jeff Ostrow**  
KOPELOWITZ OSTROW P.A.

*Raina Borrelli*  
Raina Borrelli (Mar 16, 2026 12:24:17 CDT)

Date: Mar 16, 2026

**Raina Borrelli**  
STRAUSS BORRELLI PLLC

*[Signature]*  
Gary Klinger (Mar 16, 2026 12:28:37 CDT)

Date: Mar 16, 2026

**Gary M. Klinger**  
MILBERG, PLLC

*[Signature]*  
Cole & Van Note (Mar 19, 2026 08:35:55 PDT)

Date: Mar 19, 2026

**Scott Cole**  
COLE & VAN NOTE

**ON BEHALF OF DEFENDANT SERVICEAIDE, INC.:**

DocuSigned by:  
*Randall Tidwell*  
F6A15BEFAEC04BE...

Date: 3/27/2026

By: Randall Tidwell

Its: CFO

**COUNSEL FOR DEFENDANT**

*[Signature]*

Date: March 27, 2026

**James Monagle**  
MULLEN COUGHLIN LLC

**EXHIBIT 1  
(EMAIL NOTICE)**

To:  
From:  
Subject: Legal Notice of Class Action – Nancy Balzer, et al., v. Serviceaide, Inc.

**You are eligible for benefits from a class action Settlement regarding the Serviceaide, Inc. data breach. You may submit a Claim as outlined below.**

*A Court has authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

<< First Name >> << Last Name >>

**Settlement Class Member ID:**

A proposed Settlement has been reached in a class action lawsuit known as *Nancy Balzer, et al., v. Serviceaide, Inc.*, Index No.: 625615/2025 filed in the Supreme Court of the State of New York, County of Nassau.

**What is this Action about?** On November 15, 2024, Serviceaide, Inc. (the “Defendant”), detected a data breach in which a third party unlawfully accessed their computer systems and network between September 19, 2024 and November 5, 2024, and may have accessed the Private Information of current and former patients of Catholic Health (the “Data Incident”). The Action alleges claims against the Defendant for negligence, breach of implied contract, unjust enrichment, and invasion of privacy. The Defendant denies any and all wrongdoing.

**Who is a Settlement Class Member?** The Defendant’s records indicate that you are included in the Settlement Class. The Settlement Class consists of all living individuals residing in the United States whose Private Information was impacted in the Data Incident.

**What does the Settlement provide?** Settlement Class Members can submit a Claim for either Cash Payment A - Documented Losses Payment (with a cap of \$5,000) for reimbursement of documented losses as a result of fraud and/or identity theft related to the Data Incident **or** Cash Payment B - Alternate Cash Payment estimated at \$50. Payments may be subject to *pro rata* (proportional) adjustment. The proposed Settlement requires the Defendant to establish a Settlement Fund of \$1,800,000 to cover Settlement Class Member Benefits, Notice and Administration Costs, and Court-approved Attorney’s Fees, Costs, and Service Awards.

**How do I file a Claim for Settlement Benefits?** You must file a Claim Form by mail postmarked by **Month XX, 2026**, and mailed to the Settlement Administrator’s address below, or online at **www.[website].com** by 11:59 p.m. ET on **Month XX, 2026**, to receive payment under the Settlement.

*Nancy Balzer, et al., v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

### What are my other rights and options?

- **Do Nothing:** If you do nothing, you will not receive Settlement Class Member Benefits. You will remain in the Settlement Class and will give up your rights to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.
- **Exclude Yourself:** If you do not want any Settlement Benefits and you want to keep your right to sue the Defendant related to the Action, you must submit a valid and timely Request for Exclusion (called opting out) by **Month XX, 2026**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement or parts of it should not be approved. Your written objection must be submitted by **Month XX, 2026**. You may also request to appear at the Final Approval Hearing. The Long Form Notice, available online, explains how to exclude yourself or object.

The Court will hold the Final Approval Hearing on **Month XX, 2026**, at **XX:00 x.m. ET**, to consider whether the proposed Settlement is fair, reasonable, and adequate, Class Counsel's request for attorneys' fees in the amount of one-third of the Settlement Fund (\$600,000), plus reasonable costs, Service Awards of \$2,500 to each of the 15 Settlement Class Representatives, and whether and if it should be approved. You may attend the hearing, but you do not have to. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found in the Long Form Notice available at **www.[website].com**.

**More information:** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, visit the Settlement Website at **www.[website].com**, or call toll-free **(XXX) XXX-XXXX**. To change or update your contact information please use the contact section of the Settlement Website at **www.[website].com**. You may also contact the Settlement Administrator at:

*Nancy Balzer, et al., v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

Need More Information? Visit **www.[website].com** or call toll-free **(XXX) XXX-XXXX**.

**EXHIBIT 2**  
**(POSTCARD NOTICE)**

DocuSign Envelope ID: 1D03FC6C-6626-44DB-B704-526191F67ADD

c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

Electronic Service Requested

LEGAL NOTICE

**You are eligible for  
benefits from a class  
action settlement  
regarding the  
Serviceaide, Inc. data  
breach.**

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

<<Barcode>>

SETTLEMENT CLASS MEMBER ID: <<Refnum>>

**Postal Service: Please do not mark barcode**

IF APPLICABLE: <<Parent or Guardian of:>>

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

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**Who is a Settlement Class Member?** The Defendant's records indicate that you are included in the Settlement Class. The Settlement Class consists of all living individuals residing in the United States whose Private Information was impacted in the Data Incident.

**What does the Settlement provide?** Settlement Class Members can submit a Claim for either Cash Payment A - Documented Losses Payment (with a cap of \$5,000) for reimbursement of documented losses as a result of fraud and/or identity theft related to the Data Incident **or** Cash Payment B - Alternate Cash Payment estimated at \$50. Payments may be subject to *pro rata* (proportional) adjustment. The proposed Settlement requires the Defendant to establish a Settlement Fund of \$1,800,000 to cover Settlement Class Member Benefits, Notice and Administration Costs, and court-approved Attorney's Fees, Costs, and Service Awards.

**How do I file a claim for Settlement Benefits?** You must file a Claim Form by mail **postmarked by Month XX, 2026**, and mailed to the Settlement Administrator's address below, or online at [www.\[website\].com](http://www.[website].com) by 11:59 PM ET on **Month XX, 2026**, to receive payment under the Settlement. If you are making a Claim for Cash Payment B - Alternate Cash Payment, you may use the attached Claim Form, postage pre-paid, and mail it to the Settlement Administrator **postmarked by Month XX, 2026**.

**What are my other rights and options?**

- **Do Nothing:** If you do nothing, you will not receive Settlement Class Member Benefits. You will remain in the Settlement Class and will give up your rights to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.
- **Exclude Yourself:** If you do not want any Settlement Benefits and you want to keep your right to sue the Defendant related to the Action, you must submit a valid and timely Request for Exclusion (called opting out) by **Month XX, 2026**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement or parts of it should not be approved. Your written objection must be submitted by **Month XX, 2026**. You may also request to appear at the Final Approval Hearing. The Long Form Notice, available online, explains how to exclude yourself or object.

The Court will hold the Final Approval Hearing on **Month XX, 2026**, at **XX:00 x.m.** ET, to consider whether the proposed Settlement is fair, reasonable, and adequate. Class Counsel's request for attorneys' fees in the amount of one-third of the Settlement Fund (\$600,000), plus reasonable costs, Service Awards of \$2,500 to each of the 15 Settlement Class Representatives, and whether and if it should be approved. You may attend the hearing, but you do not have to. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found in the Long Form Notice available at [www.\[website\].com](http://www.[website].com).

**More information:** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form and other documents, visit the Settlement Website at [www.\[website\].com](http://www.[website].com), or call toll-free **(XXX) XXX-XXXX**. To change or update your contact information please use the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com). You may also contact the Settlement Administrator at *Nancy Balzer, et al., v. Serviceaide, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

**Need More Information?** Visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

DocuSign Envelope ID: 1D03FC6C-6626-44DB-B704-526191F67ADD

Postage  
Pre-Paid

***Nancy Balzer, et al., v. Serviceaide, Inc.***

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

Docusign Envelope ID: 1D03FC6C-6626-44DB-B704-526191F67ADD

**Class Member ID:** <<Refnum>>

<<Parent or Guardian of:>>

<<firstname>> <<lastname>>



### **Nancy Balzer, et al., v. Serviceaide, Inc. Claim Form**

Complete this Claim Form, tear at perforation above, and return by U.S. Mail. You may alternatively submit a Claim online or download a full Claim Form from [www.\[website\].com](http://www.[website].com) to complete and return by mail. Claim Forms must be submitted online by 11:59 p.m. ET or mailed postmarked by **Month XX, 2026**. To receive a payment from this Settlement via an electronic payment, you must submit a Claim Form online.

**Class Member ID:** <<Refnum>>

<<Parent or Guardian of:>>

<<FirstName>> <<LastName>>

<<Address1>> <<Address2>>

<<City>>, <<State>> <<Zip>>

If different from the preprinted data, please print your correct information.

\_\_\_\_\_

Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

**Additional Contact Details:**

**Email Address:** \_\_\_\_\_ **Telephone Number (optional):** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**If Class Member is a Minor Child, Parent/Guardian First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

Check the box below if you wish to receive Cash Payment B - Alternative Cash Payment. If you select this benefit, you may not file a claim for reimbursement of documented losses. If you wish to file a claim for Cash Payment A – Documented Losses Payment instead, please visit [www.\[website\].com](http://www.[website].com) to download a Claim Form or file your Claim online.

**Cash Payment B - Alternative Cash Payment:** Yes, I would like to receive an alternative cash payment of approximately \$50.

I swear and affirm under the laws of my state that the information that I have supplied, or have supplied as the Parent or Guardian on behalf of a minor individual, is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT 3**  
**(LONG FORM NOTICE)**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Supreme Court of the State of New York, County of Nassau  
*Nancy Balzer, et al., v. Serviceaide, Inc.*, Index No.: 625615/2025

**Was your Private Information compromised by the Serviceaide, Inc. Data Breach? If so, you may be eligible for benefits from a Class Action Settlement.**

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

- A proposed Settlement has been reached with Serviceaide, Inc. (the “Defendant”) in a class action lawsuit regarding unauthorized access to the Defendant’s computer systems and network between September 19, 2024 and November 5, 2024 (the “Data Incident”) that potentially exposed the Private Information of current and former patients of Catholic Health. The Action alleges negligence, breach of implied contract, unjust enrichment, and invasion of privacy. The Defendant denies all wrongdoing.
- You are included in this Settlement as a Settlement Class Member if you live in the United States and your Private Information was impacted in the Data Incident, including all persons who were sent notice of the Data Incident on or after May 9, 2025.
- The proposed Settlement requires the Defendant to establish a Settlement Fund of \$1,800,000 to cover reimbursement for Documented Losses and Cash Payments to Settlement Class Members, as well as Notice and Settlement Administration Costs, and Court approved Attorney’s Fees, Costs, and Service Awards.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a Claim</b>	The only way to receive reimbursement for Documented Losses or an Alternate Cash Payment from this Settlement is to submit a valid and timely Claim Form.	<b>Month __, 2026</b>
<b>Opt Out of the Settlement</b>	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	<b>Month __, 2026</b>
<b>Object to the Settlement and/or Attend a Hearing</b>	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still file a Claim.	<b>Month __, 2026</b>
<b>Do Nothing</b>	If you do nothing, you will remain a Settlement Class Member and will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You will not receive any benefits from the Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

- The Court in charge of this case still must decide whether to approve the Settlement.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of this Action and about all your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Nancy Balzer, et al., v. Serviceaide, Inc.*, Index No. 625615/2025 and is pending in the Supreme Court of the State of New York, County of Nassau. The people who filed this Action are called the Plaintiffs and the company they sued, Serviceaide, Inc., is called the Defendant.

### **2. What is this Action about?**

On November 15, 2024, the Defendant detected a data breach between September 18, 2024, and November 5, 2024 (the Data Incident), in which a third party unlawfully accessed the Defendant's computer systems and network and may have accessed the Private Information of current and former Catholic Health<sup>1</sup> patients. This information may have included: names, Social Security numbers, dates of birth, medical record numbers, patient account numbers, medical/health information, health insurance information, prescription/treatment information, clinical information, provider names, provider location, and email/usernames and passwords. On May 9, 2025, the Defendant began notifying the impacted individuals.

Various lawsuits were filed related to the Data Incident, which were consolidated and are now known as *Nancy Balzer, et al., v. Serviceaide, Inc.*, Index No.: 625615/2025. The Plaintiffs allege claims against the Defendant for negligence, breach of implied contract, unjust enrichment, and invasion of privacy. The Defendant denies any and all wrongdoing.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Nancy Balzer, Patricia Barclay, Michelle Fix, Jason Gordon, David A. Hoover, Shawnte Monique McDowell, Donna M. Orlando-Martin, Grace Sherk, Chloe Wright, Roy Everett Yax, Dawn Pendrak, Michael Gurr, Lee Holdsworth, Linda Jones, and Alonzo Emery.

### **4. Why is there a Settlement?**

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a payment and benefit more quickly. The Plaintiffs and their attorneys, who also represent the Settlement Class, believe the Settlement is in the best interests of all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

### **5. Who is included in the Settlement?**

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<sup>1</sup>Catholic Health is a Buffalo, NY based non-profit healthcare system that provides care to Western New Yorkers across a network of hospitals, nursing homes, home care agencies, and physician practices.

The Settlement Class consists of all living persons residing in the United States whose Private Information was impacted in the Data Incident which took place between September 19, 2024 and November 5, 2024. The Settlement Class consists of approximately 480,000 individuals.

**6. Are there exceptions to being included in the Settlement?**

Yes, excluded from the Settlement Class are all persons who are: (1) directors, officers, and employees of the Defendant; (2) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (3) any Settlement Class Member who properly opts out of the Settlement by the Opt-Out Deadline.

**THE SETTLEMENT CLASS MEMBER BENEFITS**

**7. What does the Settlement provide?**

If approved by the Court, the Defendant will pay up to \$1,800,000 (the Settlement Fund) to resolve the Action. After deducting court-approved Attorneys’ Fees and Costs, the Service Awards, and Settlement Administration Costs, the balance of the Settlement Fund will be used to provide payments to Settlement Class Members.

Settlement Class Members may file a Claim Form to receive either (1) Cash Payment A – Documented Losses Payment **or** (2) Cash Payment B – Alternate Cash Payment, as described below.

**8. Tell me more about Cash Payment A – Documented Losses Payment.**

Settlement Class Members may submit a claim for a cash payment of up to \$5,000 for reimbursement of documented losses as a result of fraud or identify theft related to the Data Incident. Losses include:

- Bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud;
- Charges for credit monitoring or identity theft protection purchased in response to the data breach;
- Costs incurred to place or remove a credit freeze;
- Professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists);
- Replacement costs for government-issued identification or documents;
- Long-distance phone charges, postage, notary, or similar incidental costs; and
- Fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the Data Incident.

You cannot be reimbursed for documented losses if you have already been reimbursed for the same expenses from another source. This includes previous payments in connection with the credit monitoring and identity theft protection product offered to Settlement Class Members by the Defendant in May 2025 in relation to this Data Incident.

To file a claim for documented losses, you must submit a valid Claim Form choosing Cash Payment A – Documented Losses Payment by **Month X, 2026** including Reasonable Documentation generated by a third-party supporting your claim (i.e., credit card statements, bank statements, invoices, telephone records, and receipts).

If the Settlement Administrator determines that your Claim for a Documented Losses Payment is deficient and you fail to cure the Claim after a reasonable period of time, your claim will be converted to Cash Payment B - Alternate Cash Payment.

**9. Tell me more about the Cash Payment B – Alternate Cash Payment.**

As an alternative to making a Claim for Cash Payment A - Documented Losses Payment, Settlement Class Members may request a *pro rata* (proportional) Alternate Cash Payment of approximately \$50. To

file claim for an Alternate Cash Payment, you must submit a valid Claim Form choosing that benefit by **Month X, 2026**.

#### 10. How will Cash Payments be calculated?

After deducting court-approved Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs, the balance of the Settlement Fund (the Net Settlement Fund) will be used to pay all approved claims for Cash Payments. Payment amounts may be adjusted based on the amount remaining in the Net Settlement Fund on a *pro rata* (proportional) basis. If any adjustment needs to be made, payment for Claims for Cash Payment A – Documented Losses will be distributed first. More detailed information is available in Section **V** of the Settlement Agreement.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

### HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

#### 12. How do I submit a Claim Form?

To file a Claim, you must submit a Claim Form by **Month X, 2026**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET, or mailed postmarked by **Month X, 2026** to the Settlement Administrator at:

*Nancy Balzer, et al., v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

Reminder: If you are filing a Claim for Cash Payment A – Documented Losses, you must include reasonable documentation for your Claim (see Question 8).

#### 13. When will I get my Cash Payment?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:X0 .m. ET**, to decide whether to approve the Settlement, how much Attorneys' Fees and Costs to award Class Counsel for representing the Settlement Class and Service Award to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Cash Payments will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

### THE LAWYERS REPRESENTING YOU

#### 14. Do I have a lawyer in this case?

Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Raina Borrelli of Strauss Borrelli PLLC, Gary M. Klinger of Milberg, PLLC, and Scott Cole of Cole & Van Note to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees up to one-third of the \$1,800,000 Settlement Fund (\$600,000) plus reimbursement of reasonable costs, as well as \$2,500 Service Awards to each of the 15 Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 17. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out." The Opt-Out Deadline to submit a "Request for Exclusion" from the Settlement is **Month X, 2026**.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- The case name and number, "*Nancy Balzer, et al., v. Serviceaide, Inc.*";
- Your name, address, telephone number, and email address;
- A statement indicating that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the proposed Settlement Class in '*Nancy Balzer, et al., v. Serviceaide, Inc.*, Index No.: 625615/2025.'";
- Your personal signature or the signature of your legal guardian or representative.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

*Nancy Balzer, et al., v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
ATTN: Exclusions  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

## OBJECTING TO THE SETTLEMENT

### 18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for Attorneys' Fees and Costs, the Service Award payments, the Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include:

- Your full name, current mailing address, telephone number, and email address;
- The specific factual and legal grounds for the objection known to you or your counsel;

- The number of times you have filed an objection to any proposed class action settlement in the past five years, including the case name, court, and docket number of each case as well as a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case.
- All counsel representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- The number of times in which your counsel and/or counsel’s law firm have objected to a class action settlement within the past five years, including the case name, court and docket number of each case, and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts.
- All counsel representing you (if any) and whether they will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- A statement regarding whether you intend to appear at the Final Approval Hearing; and
- Your signature (an attorney’s is not sufficient).

Objections must be filed with, or mailed to, the Court no later than **Month XX, 2026**.

Supreme Court for the State of New York, County of Nassau  
 100 Supreme Court Drive  
 Mineola, NY 11501

A copy of your objection also must be mailed to Class Counsel, Defendant’s Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL			
Jeff Ostrow <b>Kopelowitz Ostrow                      P.A.</b> One West Los Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Raine Borrelli <b>Strauss Borrelli                      PLLC</b> One Magnificent Mile 980 N. Michigan Ave., Ste. 1610 Chicago, IL 60611	Gary M. Klinger <b>Milberg, PLLC</b> 227 W. Monroe St., Ste. 2100 Chicago, IL 60606	Scott Cole <b>Cole &amp; Van Note</b> 55 12 <sup>th</sup> St., Ste. 2100 Oakland, CA 94607
DEFENDANT’S COUNSEL		SETTLEMENT ADMINISTRATOR	
James Monagle <b>Mullen Coughlin LLC</b> 500 Capitol Mall, Ste. 2350 Sacramento, CA 95814		<i>Nancy Balzer, et al., v. Serviceaide, Inc.</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box <b>XXXX</b> New York, NY 10150- <b>XXXX</b>	

**19. What is the difference between objecting and opting out?**

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

## **THE COURT'S FINAL APPROVAL HEARING**

### **20. When is the Court's Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 .m. ET**, at Supreme Court for the State of New York, County of Nassau, 100 Supreme Court Drive, Mineola, NY 11501, to decide whether to approve the Settlement, how much Attorney's Fees and Costs to award to Class Counsel for representing the Settlement Class, and whether to approve the Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

### **21. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may but do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **IF YOU DO NOTHING**

### **22. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive a Cash Payment under the Settlement.

### **GETTING MORE INFORMATION**

### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator at the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com), by phone at **(XXX) XXX-XXXX**, or by mail:

*Nancy Balzer, et al., v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.**

**EXHIBIT 4  
(CLAIM FORM)**

\*XXXX\*

XXXX

**Your Claim must be submitted online or postmarked by: Month xx, 2026**

**FULL-LENGTH CLAIM FORM**



*Nancy Balzer, et. al., v. Serviceaide, Inc.*  
*Index No. 625615/2025*  
Supreme Court of the State of New York, County of Nassau

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Private Information was compromised in the Data Incident. You may submit a Claim for Settlement Class Member Benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

**To receive a payment under this Settlement, you must submit a claim by Month XX, 2026.**

Claim Forms may be submitted electronically at [www.\[website\].com](http://www.[website].com) or, using this Claim Form, by mail to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

*Nancy Balzer, et al. v. Serviceaide, Inc.*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

**You may submit a Claim for the following Settlement Class Member Benefits:**

You can submit a Claim for either Cash Payment A or Cash Payment B, you cannot submit a Claim for both payments.

**Choose one payment option:**

**Cash Payment A – Documented Losses Payment:** Settlement Class Members may choose to receive up to \$5,000 for reimbursement of out-of-pocket costs or financial losses resulting from fraud and/or identity theft related to the Data Incident. Documentation must be provided. See Section III for a list of documented losses. If your Claim is incomplete, you will automatically receive Cash Payment B rather than your Claim being rejected. Note: You cannot be reimbursed for documented losses if you have already been reimbursed for the same expenses.

**OR**

**Cash Payment B – Alternate Cash Payment:** As an alternative to Cash Payment A above, Settlement Class Members may submit a claim to receive an Alternate Cash Payment in the estimated amount of \$50. The exact amount of this payment will be determined later based on the total number of valid Claim Forms submitted; this is called a *pro rata* (proportional) distribution.

**I. PAYMENT SELECTION**

If you would like to receive your payment through electronic transfer, please visit the Settlement Website ([www.\[website\].com](http://www.[website].com)) and timely file your Claim Form online by 11:59 ET on **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**II. 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

\*XXXX\*

XXXX

**Address 1**

**Address 2**

**City**

**State**

**Zip Code**

**Telephone Number:** ( \_\_\_ \_\_\_ \_\_\_ ) \_\_\_ \_\_\_ \_\_\_ - \_\_\_ \_\_\_ \_\_\_

**III. REIMBURSEMENT FOR DOCUMENTED EXPENSES**

Settlement Class Members may choose to receive up to \$5,000 for reimbursement of out-of-pocket costs or financial losses resulting from fraud and/or identity theft related to the Data Incident (Cash Payment A). Reasonable Documentation generated by a third-party supporting your Claim must be provided (i.e., credit card statements, bank statements, invoices, telephone records, and receipts).

Losses include, but are not limited to, (1) bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; (2) charges for credit monitoring or identity theft protection purchased in response to the data breach; (3) costs incurred to place or remove a credit freeze; (3) professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); (4) replacement costs for government-issued identification or documents; (5) long-distance phone charges, postage, notary, or similar incidental costs; and (6) fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the Data Incident.

If you do not provide documentation or complete the Claim Form properly, your claim will be considered incomplete, and you will receive Cash Payment B rather than your Claim being rejected.

**You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this reimbursement.**

I have attached documentation showing that the documented expenses listed below were caused by the Data Incident.

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
Example: Credit Monitoring Service	<u>07/17/25</u> (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	<u>    /    /    </u> (mm/dd/yy)	\$ _____	
	<u>    /    /    </u> (mm/dd/yy)	\$ _____	

\*XXXX\*

XXXX

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	<p style="text-align: center;">____/____/____ (mm/dd/yy)</p>	<p style="text-align: center;">\$ _____.</p>	

**IV. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my State that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

**Reminder Checklist:**

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

**EXHIBIT 5**  
**(PRELIMINARY APPROVAL ORDER)**

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

NANCY BALZER, PATRICIA BARCLAY,  
MICHELLE FIX, JASON GORDON, DAVID A.  
HOOVER, SHAWNTE MONIQUE  
MCDOWELL, DONNA M. ORLANDO-  
MARTIN, GRACE SHERK, CHLOE WRIGHT,  
ROY EVERETT YAX, DAWN PENDRAK,  
MICHAEL GURR, LEE HOLDSWORTH,  
LINDA JONES and ALONZO EMERY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SERVICEAIDE, INC.,

Defendant.

Index No.: 625615/2025

**PRELIMINARY APPROVAL ORDER**

**WHEREAS**, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement;

**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 Kroll Settlement Administration LLC 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 meanings as those defined in Section II of the Settlement Agreement.

**NOW THEREFORE, IT IS HEREBY ORDERED THAT:**

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

All living individuals residing in the United States whose Private Information was impacted in the Data Incident.

The Settlement Class specifically excludes (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$1,800,000.00 common cash Settlement Fund for the benefit of the Settlement Class that Defendant shall cause to be paid under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as the Class Representatives. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class

action under C.P.L.R. §§ 901 and 902 have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

4. In particular, pursuant to C.P.L.R. § 901, the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact that predominate over any questions affecting only individual members of the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties' not being aware of any other litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs.

5. **Class Representatives and Class Counsel:** Nancy Balzer, Patricia Barclay, Michelle Fix, Jason Gordon, David A. Hoover, Shawnte Monique McDowell, Donna M. Orlando-Martin, Grace Sherk, Chloe Wright, Roy Everett Yax, Dawn Pendrak, Michael Gurr, Lee Holdsworth, Linda Jones, and Alonzo Emery are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court finds that Jeff Ostrow of Kopelowitz Ostrow, Raina Borrelli of Strauss Borrelli PLLC, Gary M. Klinger of Milberg PLLC, and Scott Cole of Cold & Van Note are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

6. **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.

7. **Final Approval Hearing:** A Final Approval Hearing shall be held on \_\_\_\_\_, 2026 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, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

8. 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.

9. **Approval of Settlement Administrator and Manner of Giving Notice:**

Kroll Settlement Administration LLC is authorized 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. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

10. **Approval of Form and Content of Notice:** The Court (a) approves, as to form and content, the Postcard Notice, the Longform Notice, and the Claim Form, 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 Class Representatives' request(s) for Service Award Payment(s), of their right to object to the Settlement, 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, 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 15 days before the initial scheduled Final Approval Hearing. If Final Order 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 Approval Order.

10. **Claims Process and Distribution Plan:** 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:** Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (30 days before the original date of the Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

12. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final

Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

13. **Objections:** Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements set forth in the Settlement Agreement. To be considered, the objection must be filed and served on or before the Objection Deadline and include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Hearing; (e) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case; (f) whether the objector and/or objector's counsel will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at

the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector or his counsel intend to testify and/or argue at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (30 days before the original date of the Final Approval Hearing), as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of \$2,500.00 for each Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

16. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class

Counsel's request for attorneys' fees and costs and Service Awards for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

17. **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.

18. **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 Defendant 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 Class Representatives 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.

19. **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.

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

21. **Schedule:** The Court hereby sets the following schedule of events:

<b>Notice Program Begins</b>	Within 30 days after Preliminary Approval Order
<b>Notice Program Complete</b>	45 days before initial scheduled Final Approval Hearing date
<b>Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards</b>	45 days before initial scheduled Final Approval Hearing date
<b>Opt-Out Deadline</b>	30 days before initial scheduled Final Approval Hearing date
<b>Objection Deadline</b>	30 days before initial scheduled Final Approval Hearing date
<b>Deadline to Submit Claim Forms</b>	15 days before initial scheduled Final Approval Hearing date
<b>Final Approval Hearing</b>	_____, ____ 2026, at __:__.

IT IS SO ORDERED, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hon.

**EXHIBIT 6**  
**(FINAL APPROVAL ORDER)**

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

NANCY BALZER, PATRICIA BARCLAY,  
MICHELLE FIX, JASON GORDON, DAVID A.  
HOOVER, SHAWNTE MONIQUE  
MCDOWELL, DONNA M. ORLANDO-  
MARTIN, GRACE SHERK, CHLOE WRIGHT,  
ROY EVERETT YAX, DAWN PENDRAK,  
MICHAEL GURR, LEE HOLDSWORTH,  
LINDA JONES and ALONZO EMERY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

SERVICEAIDE, INC.,

Defendant.

Index No.: 625615/2025

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, on \_\_\_\_\_ Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on \_\_\_\_\_, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow of Kopelowitz Ostrow, Raina Borrelli of Strauss Borrelli PLLC, Gary M. Klinger of Milberg PLLC, and Scott Cole of

Cole & Van Note as Class Counsel; (5) appointed Kroll Settlement Administration LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were [no] objections to the Settlement and only \_\_\_\_ Settlement Class Members opted-out of the Settlement;

WHEREAS, on \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.
2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, CPLR § 904, and

all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors from *In Re Colt Indus. S'holder Litig.*, 155 A.D.2d 154, 161 (1st Dept 1990), including: (1) the likelihood that plaintiffs will succeed on the merits; (2) the extent of support of the parties; (3) the judgment of counsel; (4) the presence of good faith bargaining; and (5) the complexity and nature of the issues of law and fact. The terms of the Settlement are fair, adequate, and reasonable.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of CPLR § 901 for only the purposes of the Settlement 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 Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives 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. The Court has also evaluated the following discretionary factors identified in CPLR § 902: (1) interest of class members in individually prosecuting their claims; (2) inefficiency of multiple actions; (3) extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (4) desirability of concentrating claims in a particular forum; and (5) difficulty of managing class-wide litigation.

13. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were [ ] objections to the Settlement, and only [ ] opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

14. Therefore, the Court finally certifies the following Settlement Class: all living individuals residing in the United States whose Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

15. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

17. The Class Representatives shall be awarded Service Awards in the amount of \$\_\_\_\_\_ each. The Service Awards shall be payable by Defendant in accordance with the Settlement Agreement.

18. Pursuant CPLR § 909 and other applicable law, Class Counsel is awarded \$\_\_\_\_\_ for attorneys' fees. Class Counsel is also awarded costs in the amount of \$\_\_\_\_\_. These payments shall be made in accordance with the Agreement. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason under the factors applied under New York law.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting

(either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members with the exception of \_\_\_\_\_, who have properly and timely opted out of the Settlement, shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

**IT IS SO ORDERED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Hon.

# ClassAction.org

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