

1 Compex’s business operations require it to maintain individuals’ personally identifiable
2 information (“PII”) and protected health information (“PHI”).

3 **WHEREAS**, Plaintiffs allege that, on or around April 9, 2024, Defendant discovered that
4 the PII and PHI of approximately 57,000 individuals was accessed by an unauthorized threat actor
5 (the “Cyber Incident”). The potentially affected information included names, dates of birth, Social
6 Security numbers, medical information and credit card information (collectively, “Private
7 Information”).

8 **WHEREAS**, on or about August 30, 2024, Compex sent Plaintiffs and Class Members a
9 letter entitled “Notice of Data Breach,” which explained that their Private Information may have
10 been impacted by the Cyber Incident.

11 **WHEREAS**, on or about September 10, 2024, Plaintiff Rabia Shahbaz filed a Class Action
12 Complaint against Defendant in the Superior Court of California, County of Los Angeles, Case
13 No. 24STCV23351 (the “*Shahbaz* action”) for alleged damages, injunctive, and equitable relief
14 arising out of the Cyber Incident.

15 **WHEREAS**, four other class actions in state and federal court soon followed. Defendant
16 removed the state court cases to federal court, but eventually agreed to remand them to the Superior
17 Court of California, County of Los Angeles. Ultimately, the three state court cases were
18 consolidated, while the two federal cases were dismissed without prejudice. The *Shahbaz* action
19 was named the lead case and Plaintiffs filed a consolidated Class Action Complaint on February
20 14, 2025. Soon after, a sixth individual action was also filed in state court, which has not been
21 consolidated.

22 **WHEREAS**, the Parties’ engaged in informal discovery and case management efforts. At
23 all times, Counsel, all of whom are highly experienced class action and data breach litigators,
24 worked cooperatively but at arms’ length to conduct this litigation in an efficient and non-
25 duplicative manner. While these efforts were, occasionally, highly contentious, all Counsel
26 advocated aggressively, but professionally, to keep costs and efforts reasonable to the tasks at
27 hand.

28 **WHEREAS**, throughout the litigation, the Parties discussed potential resolution. On

1 March 27, 2025 the Parties engaged in a mediation session with Judge David E. Jones (ret.). Before
2 the mediation session, the Parties exchanged extensive mediation briefs and/or pre-mediation
3 discovery outlining their positions with respect to liability, damages, and other settlement-related
4 issues. After rigorous arms' length negotiations through Judge Jones, the Parties ultimately agreed
5 on a settlement in principle.

6 **WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all claims,
7 actions, and proceedings asserted, or that could be asserted, against Defendant, and the other
8 Released Parties, arising out of or related in any way to the alleged Cyber Incident, by or on behalf
9 of members of the Settlement Class herein defined, but excluding those who timely opt out from
10 the Settlement Class or as otherwise stated in this Agreement.

11 **II. PLAINTIFFS' CLAIMS AND BENEFITS OF THE SETTLEMENT**

12 **WHEREAS**, Plaintiffs and Class Counsel have conducted a thorough examination of the
13 law and facts relating to the matters at issue in the Action regarding Plaintiffs' claims and
14 Defendant's potential defenses, including conducting significant confirmatory discovery, as well
15 as an assessment of the merits of Plaintiffs' expected arguments in a motion for class certification.

16 **WHEREAS**, based on an analysis of the facts and the law applicable to Plaintiffs' claims
17 in the Action, and taking into account the delay, burden, and expense of such continued litigation,
18 including the risks and uncertainties associated with class certification, a protracted trial and
19 appeal(s), as well as a fair, cost-effective, and assured method of resolving the claims of the
20 Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and
21 reasonable means of ensuring that the Class is afforded important benefits and protections as
22 expediently as possible. Plaintiffs and Class Counsel have also accounted for the uncertain
23 outcome and the risk of further litigation, as well as the difficulties and delays inherent in such
24 litigation.

25 **WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Agreement
26 confer substantial benefits upon the Settlement Class and have determined that they are fair,
27 reasonable, adequate and in the best interests of the Class.

28 **WHEREAS**, Defendant has similarly concluded that this Agreement is desirable in order

1 to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and
2 completely the claims of Plaintiffs and the Settlement Class.

3 III. FOR SETTLEMENT PURPOSES ONLY

4 WHEREAS, this Agreement, whether or not consummated, and any actions or
5 proceedings taken pursuant to this Agreement, are for settlement purposes only and Defendant
6 specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under
7 or in connection with this Agreement shall not constitute, be construed as, or be admissible in
8 evidence as any admission by Defendant of (i) the validity of any claim, defense or fact asserted
9 in the Action or any other pending or future action or (ii) any wrongdoing, fault, violation of law,
10 or liability of any kind on the part of the Parties.

11 IV. TERMS OF SETTLEMENT

12 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
13 Plaintiffs, individually and on behalf of the Settlement Class, and Defendant that, subject to Court
14 approval, the Action and Plaintiffs' Released Claims shall be finally and fully compromised,
15 settled, and released, and a Final Approval Order and Judgment shall be entered subject to the
16 following terms and conditions of this Settlement Agreement.

17 A. Definitions

18 As used herein, in addition to any definitions set forth elsewhere in this Agreement, the
19 following terms shall have the meanings set forth below:

20 1. "**Action**" means the lawsuit *Shahbaz, et al. v. Compex Legal Services, Inc.*, Case No.
21 24STCV23351, filed in the Superior Court of the State of California, County of Los Angeles,
22 inclusive of all other actions consolidated under such caption and/or previously filed against
23 Defendant in connection with the Cyber Incident.

24 2. "**Administrative Expenses**" means all of the expenses incurred in the administration of
25 this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class
26 Members, determining the eligibility of any person to be a Settlement Class Member,
27 administrating and processing Settlement Class Member claims and Claim Forms and
28 administering, calculating and distributing the Settlement Fund to Settlement Class Members.

1 Administrative Expenses also include all reasonable third-party fees and expenses incurred by the
2 Settlement Administrator in administering the terms of this Agreement. If appointed by the Court,
3 the Settlement Administrator has agreed to cap the cost for administration at \$59,000.

4 3. “*Agreement*,” “*Settlement Agreement*,” and/or “*Settlement*” mean this Class Action
5 Settlement Agreement and Release (including all exhibits and attachments hereto).

6 4. “*Approved Claim*” means a claim as evidenced by a Claim Form submitted by a
7 Settlement Class Member that (a) is timely and submitted in accordance with the directions on the
8 Claim Form and the terms of this Agreement, (b) is physically signed or electronically verified by
9 the Settlement Class Member, (c) satisfies the conditions of eligibility for a Settlement Benefit as
10 set forth herein and (d) has been approved by the Settlement Administrator.

11 5. “*Cash Payment*” means compensation paid to Settlement Class Members who submit
12 a valid Claim.

13 6. “*Cash Payment A*” means the Settlement Class Member Benefit that Settlement Class
14 Members, who incurred Documented Losses, may elect under Paragraph 72 herein.

15 7. “*Cash Payment B*” means the Settlement Class Member Benefit consisting of a Cash
16 Payment, that Settlement Class Members may elect under Paragraph 72 herein.

17 8. “*Claimant*” means a Settlement Class Member who timely submits a Claim Form for
18 a Settlement Payment.

19 9. “*Claim Form*” means the form attached hereto as **Exhibit 1**, as approved by the Court.
20 The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement
21 Website) by Settlement Class Members who wish to file a claim for their given share of the
22 Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall
23 be available for download from the Settlement Website and/or may be completed electronically on
24 the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form,
25 to any Settlement Class Member who so requests.

26 10. “*Claims Deadline*” means the date by which all Claim Forms must be received to be
27 considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims
28

1 Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form
2 and the Court’s Order granting Preliminary Approval.

3 11. “**Claims Period**” means the period of time during which Settlement Class Members may
4 submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on
5 the Notice Date and shall end ninety (90) days after the Notice Date.

6 12. “**Class Counsel**” means Scott Edward Cole of Cole & Van Note and M. Anderson Berry
7 of Emery Reddy, PC

8 13. “**Class Representatives**” and “**Plaintiffs**” mean Rabia Shahbaz, Valerie Maez, Joseph
9 Mullins, Marcelo Muto, Crystal Markee, and Monica Lopez.

10 14. “**Complaint**” means the operative Consolidated Complaint filed in the Action on
11 February 14, 2025.

12 15. “**Court**” means the Superior Court of the State of California, County of Los Angeles,
13 Complex Civil, and the Judge(s) assigned to the Action.

14 16. “**Cyber Incident**” refers to the data incident that is the subject of the Action, and
15 announced by Defendant on or around August 2024, whereby unauthorized parties potentially
16 accessed Plaintiffs’ and Class Members’ Private Information.

17 17. “**Defendant**” means Defendant Compex Legal Services, Inc.

18 18. “**Defendant’s Counsel**” means Max E. Kaplan and Jerome Doctors of Cozen O’Connor.

19 19. “**Effective Date**” means one business day following the latest of: (i) the date upon which
20 the time expires for filing or noticing any appeal of the Judgment, (ii) if there is an appeal or appeals,
21 the date of completion, in a manner that finally affirms and leaves in place the Judgment without
22 any material modification, of all proceedings arising out of the appeal(s) (including, but not limited
23 to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or
24 *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent
25 appeal(s) following decisions on remand) or (iii) the date of final dismissal of any appeal or the
26 final dismissal of any proceeding on *certiorari* with respect to the Judgment.

27 20. “**Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of
28 Litigation Costs awarded by the Court to Class Counsel.

1 21. “*Final Approval Order and Judgment*” means the order and judgment the Court enters
2 after the Final Fairness Hearing, which finally approves the Settlement Agreement without material
3 change to the Parties’ agreed-upon proposed Final Approval Order, which is attached hereto as
4 **Exhibit 2**. Consistent with California Rules of Court, Rule 3.769(h), the proposed Final Approval
5 Order and Judgment includes a provision for the retention of the Court’s jurisdiction over the
6 Parties and the Settlement so as to enforce the terms of the Final Approval Order and Judgment and
7 will not result in the entry of an order dismissing the action at the same time as, or after, entry of
8 judgment.

9 22. “*Final Fairness Hearing*” or “*Fairness Hearing*” mean the hearing to be conducted by
10 the Court to determine the fairness, adequacy and reasonableness of the Settlement Agreement
11 pursuant to California Rule of Court Rule 3.769 and whether to issue the Final Approval Order and
12 Judgment. The Parties shall request that the Court schedule the Fairness Hearing for a date that
13 complies with the provisions of California Rule of Court Rule 3.769.

14 23. “*Documented Losses*” means out-of-pocket costs or expenditures supported by
15 Reasonable Documentation that a Settlement Class Member actually incurred, including, but not
16 limited to, unreimbursed losses and consequential expenses (including, but not limited to, late fees,
17 declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation
18 or replacement fees, credit-related costs related to purchasing credit reports, credit or medical
19 monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to
20 replace a driver’s license, state identification card, or social security number) that are related to any
21 unauthorized identity theft or fraud fairly traceable to the Cyber Incident and incurred on or after
22 April 9, 2024.

23 24. “*Litigation Costs*” means costs and expenses incurred by Plaintiffs’ Counsel in
24 connection with commencing, prosecuting and settling the Action.

25 25. “*Long Form Notice*” means the long form notice of Settlement, substantially in the
26 form attached hereto as **Exhibit 3**.

27 26. “*Net Settlement Fund*” means the amount of funds that remain in the Settlement Fund
28 after funds are paid from or allocated for payment from the Settlement Fund for the following: (i)

1 reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes,
2 (iii) any Service Awards approved by the Court, and (iv) any Fee Award and Costs approved by
3 the Court.

4 27. “**Non-Profit Residual Recipient**” means Privacy Rights Clearinghouse, a 26 U.S.C. §
5 501(c)(3) non-profit organization.

6 28. “**Notice Date**” means the date upon which Settlement Class Notice is first disseminated
7 to the Settlement Class, which shall be within thirty (30) days of the Settlement Administrator
8 receiving the Settlement Class List from Defendant.

9 29. “**Notice Expenses**” means all reasonable costs and expenses expended in the execution
10 of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing,
11 printing, mailing, disseminating, hosting on the Internet, and publishing the Settlement Class
12 Notice, identifying members of the Settlement Class, and informing them of the Settlement and (ii)
13 any other reasonable and necessary Notice and Notice related expenses.

14 30. “**Notice Plan**” means the plan described in this Agreement for disseminating Notice to
15 the Settlement Class Members of the terms of this Agreement and of the Fairness Hearing.

16 31. “**Objection Deadline**” means the date by which Settlement Class Members must file
17 and postmark all required copies of any written objections, pursuant to the terms and conditions
18 herein, to this Settlement Agreement and to any application and/or motion for (i) the Fee Award
19 and Costs and/or (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.

20 32. “**Opt-Out Period**” means the period in which a Settlement Class Member may submit a
21 Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60)
22 days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set
23 forth in the Settlement Class Notice.

24 33. “**Participating Settlement Class Member**” means a Settlement Class Member who
25 submits a valid Claim approved by the Settlement Administrator for their given share of the
26 Settlement Benefits pursuant to the terms and conditions of this Agreement.

27 34. “**Parties**” means, collectively, the Class Representatives and Defendant.

28 35. “**Person**” means any individual, corporation, trust, partnership, limited liability

1 company or other legal entity and their respective predecessors, successors or assigns.

2 36. “*Plaintiffs’ Counsel*” means Class Counsel and counsel representing Plaintiffs or Class
3 Members who incurred compensable time and/or expenses that advanced the litigation.

4 37. “*Preliminary Approval Order*” means the Court’s Order preliminarily approving the
5 Settlement without material modifications to the proposed order or this Agreement that are
6 unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement
7 as **Exhibit 4**.

8 38. “*Reasonable Documentation*” means documentation supporting a claim for
9 Documented Losses, including, but not limited to, credit card statements, bank statements, invoices,
10 telephone records and receipts. Documented Losses cannot be documented solely by a personal
11 certification, declaration or affidavit from the Claimant, or by a hand written receipt; a Settlement
12 Class Member must provide reasonable supporting documentation.

13 39. “*Released Claims*” means all claims that were, or reasonably could have been, alleged
14 based on the facts contained in the Operative Complaint. “Released Claims” does not extend to any
15 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
16 benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose
17 at any time, or based on occurrences outside the facts alleged in the Operative Complaint. Plaintiffs
18 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or
19 law that Plaintiffs now know or believe to be true but agree, nonetheless, that the Released Claims
20 shall be and remain effective in all respects, notwithstanding such different or additional facts or
21 Plaintiffs’ discovery of them.

22 40. “*Released Parties*” includes Defendant; its predecessors, successors, and assigns; the
23 past, present, and future direct and indirect parents, subsidiaries, divisions, affiliates, and
24 departments of any of the foregoing; the past, present, and future principals, trustees, beneficiaries,
25 receivers, owners, officers, members, directors, employees, investors, stockholders, partners,
26 servants, agents, advisors, successors, attorneys, representatives, insurers, reinsurers, subrogees,
27 and assigns of any of the foregoing; and Plaintiffs and Class Counsel. Each of the Released Parties
28 may be referred to individually as a “Released Party.”

1 41. “**Releasing Parties**” means Plaintiffs and any Person in the Settlement Class (including
2 those submitting or not submitting a claim for a Settlement Benefit). Each of the Releasing Parties
3 may be referred to individually as a “Releasing Party.”

4 42. “**Request for Exclusion**” is the written communication by or on behalf of a Person in
5 which they timely request to be excluded from the Settlement Class in accordance with the
6 provisions set forth herein.

7 43. “**Service Awards**” means the amount of remuneration to be paid to the Class
8 Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be
9 ordered by the Court, as set forth in Paragraph 95.

10 44. “**Settlement Administrator**” means the qualified third-party administrator and agent
11 agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval
12 Order to administer the Settlement, including providing the Notice. The Parties agree to recommend
13 that the Court appoint Simpluris as Settlement Administrator to consult on, and implement, the
14 Notice and related requirements of this Agreement, including the Settlement Website, the
15 submission and review of Claim Forms, and distribution of Settlement Benefits, subject to the
16 Court’s approval. If appointed by the Court, Simpluris will provide a declaration to be filed with
17 the motion for preliminary approval, which identifies its qualifications and experience to serve as
18 the Settlement Administrator in this case, as well as the procedures it has in place to protect the
19 security of the class data and that it has adequate insurance in the event of a data breach of
20 defalcation of funds.

21 45. “**Settlement Benefits**” means the total value of benefits Settlement Class Members
22 receive pursuant to this Agreement, including non-monetary benefits and relief and Administrative
23 Expenses.

24 46. “**Settlement Class**” means all persons whose personally identifiable information and/or
25 protected health information was or could have been impacted as a result of the Cyber Incident,
26 including the approximately 57,000 persons who are identified on the Settlement Class List who
27 were notified that their information may have been disclosed in the Cyber Incident. Excluded from
28 the Settlement Class are (1) the Judge(s) presiding over the Actions, and members of their families,

1 (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in
2 which the Defendant or its parents have a controlling interest and their current or former officers,
3 directors, and employees, (3) Persons who properly execute and submit a Request for Exclusion
4 prior to the expiration of the Opt-Out Period, and (4) the successors or assigns of any such excluded
5 Persons.

6 47. “**Settlement Class List**” means the list generated by Defendant containing the last
7 known name, mailing, and email address (where available) for all persons that fall under the
8 definition of the Settlement Class, which Defendant will provide to the Settlement Administrator
9 within seven (7) days of the Preliminary Approval Order. The Settlement Class List will be updated
10 by the Settlement Administrator prior to the Notice Date by use of National Change of Address
11 Registry.

12 48. “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the
13 definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to
14 the expiration of the Opt-Out Period.

15 49. “**Settlement Class Notice**” or “**Notice**” means the form of Court-approved notice of this
16 Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist
17 of the Summary Notice and the Long Form Notice.

18 50. “**Settlement Fund**” means the sum of Eight Hundred Seventy-Two Thousand Five
19 Hundred Dollars and Zero Cents (\$872,500.00) as specified in Paragraph 62 of this Agreement,
20 including any interest accrued thereon after payment.

21 51. “**Settlement Payment**” means any payment to be made to any Participating Settlement
22 Class Member on Approved Claims pursuant to Section IV.E. of this Agreement.

23 52. “**Settlement Website**” means the Internet website, with the following URL address, to
24 be created, launched, and maintained by the Settlement Administrator, and which allows for the
25 electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant
26 case documents including the Settlement Class Notice, information about the submission of Claim
27 Forms, and other relevant documents, including downloadable Claim Forms: [www.CompexData
28 Settlement.com](http://www.CompexDataSettlement.com).

1 53. “*Summary Notice*” means the summary notice of the proposed Settlement herein,
2 substantially in the form attached hereto as **Exhibit 5**.

3 54. “*Taxes*” means (i) any and all applicable taxes, duties, and similar charges imposed by
4 a government authority (including any estimated taxes, interest or penalties, excluding any taxes
5 associated with attorneys’ fees or reimbursement of Litigation Costs) arising in any jurisdiction, if
6 any, with respect to the income or gains earned by or in respect of the Settlement Fund, including,
7 without limitation, any taxes that may be imposed upon Defendant or its counsel with respect to
8 any income or gains earned by or in respect of the Settlement Fund for any period while it is held
9 in the Settlement Fund, (ii) any other taxes, duties and similar charges imposed by a government
10 authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that
11 the Settlement Administrator determines are or will become due and owing, if any and (iii) any and
12 all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund
13 (including without limitation, expenses of tax attorneys and accountants).

14 **B. Required Events and Cooperation by Parties**

15 55. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall
16 move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit 4**.

17 56. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all
18 reasonable actions and steps in order to accomplish all requirements of this Agreement on the
19 schedule set by the Court, subject to the terms of this Agreement.

20 57. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs
21 and Defendant stipulate to the certification of the Settlement Class, which is contingent upon the
22 Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the
23 Effective Date. Should (1) the Settlement not receive final approval from the Court or (2) the
24 Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves
25 the right to contest class certification for all other purposes. Plaintiffs and Defendant further
26 stipulate to designate the Class Representatives as the representatives for the Settlement Class.

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1 58. Final Approval. Class Counsel shall move the Court for a Final Approval Order and
2 Judgment of this Settlement, to be issued following the Fairness Hearing; within a reasonable time
3 after the Claims Deadline, Objection Deadline, and Opt-Out Period.

4 **C. Releases**

5 59. The Release. Each Releasing Party shall be deemed to have released, acquitted, and
6 forever discharged Defendant and each of the Released Parties from any and all Released Claims
7 only upon Defendant's full and complete payment of the Settlement Fund. Such payment, and thus
8 the timing of the release, will occur upon five (5) days after the occurrence of the Effective Date
9 (as defined in Paragraph 19 of this Agreement).

10 60. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the
11 Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon
12 the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined
13 from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released
14 Parties in any court, arbitration, tribunal, forum or proceeding.

15 61. Jurisdiction of the Court. The Parties agree that the Court shall retain exclusive and
16 continuing jurisdiction over the Action, the Parties, Settlement Class Members, and the Settlement
17 Administrator in order to interpret and enforce the terms, conditions, and obligations of this
18 Agreement.

19 **D. Settlement Fund**

20 62. Deposits. A payment of Eight Hundred Seventy-Two Thousand Five Hundred Dollars
21 and zero cents (\$872,500.00) shall be paid into the Settlement Fund as follows: (i) within seven (7)
22 days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall
23 provide Defendant an estimate of its reasonable costs associated with the Notice Plan and any other
24 Administrative Expenses incurred prior to entry of the Final Approval Order and Judgment
25 ("Estimated Costs"); (ii) within fourteen (14) days of receipt of the Estimated Costs, Defendant
26 shall direct an amount equal to the Estimated Costs to be paid into the Settlement Fund; and (iii)
27 within five (5) days after the Effective Date, Defendant shall direct the remainder of the gross
28 Settlement amount (i.e., \$872,500.00 less the Estimated Costs) to be paid into the Settlement Fund.

1 For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's and
2 the Released Parties' liability shall not exceed Eight Hundred Seventy-Two Thousand Five
3 Hundred Dollars and Zero Cents (\$872,500.00), and the release is only effective after Defendant
4 fully funds the gross Settlement amount.

5 63. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody
6 of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety
7 of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those
8 who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated or
9 cancelled.

10 a. In the event this Settlement Agreement is voided, terminated or cancelled
11 for any reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay
12 any of the Administrative Expenses that have been paid or incurred in accordance with Section
13 IV.F., (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses
14 paid or incurred in accordance with Section IV.F. of this Agreement, including all interest earned
15 on the Settlement Fund net of any Taxes, shall be returned to the Defendant or Released Parties
16 who paid the Settlement Fund in the same proportions as their respective contributions to the
17 Settlement Fund and (iii) no other person or entity shall have any further claim whatsoever to such
18 amounts.

19 64. Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective
20 Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event
21 this Settlement Agreement is voided, cancelled or terminated, as described in Section IV.J in this
22 Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be
23 returned to Defendant or any Released Party. Any residual funds remaining in the Net Settlement
24 Fund shall be distributed to the Non-Profit Residual Recipient.

25 65. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund
26 shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses, (ii) any
27 Taxes, (iii) any Service Awards, (iv) any Fee Award and Costs, (v) any Cash Payments pursuant to
28 the terms and conditions of Section IV.E of this Agreement, and (vii) any other Settlement Benefits.

1 66. Financial Account. The Settlement Fund shall be an account established and
2 administered by the Settlement Administrator at a financial institution approved by Class Counsel
3 and Defendant, and, shall be maintained as a qualified settlement fund pursuant to Treasury
4 Regulation § 1.468 B-1, *et seq.*

5 67. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be
6 withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the
7 Court. Class Counsel may authorize the periodic payment of actual and reasonable Administrative
8 Expenses from the Settlement Fund as such expenses are invoiced without further order of the
9 Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any
10 withdrawal or other payment the Settlement Administrator proposes to make from the Settlement
11 Fund before the Effective Date at least five (5) business days prior to making such withdrawal or
12 payment.

13 68. Payments to Class Members. The Settlement Administrator, subject to such supervision
14 and direction of the Court and/or Class Counsel as may be necessary or as circumstances may
15 require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class
16 Members pursuant to this Agreement. The Settlement Administrator and Class Counsel are
17 responsible for communicating with Settlement Class Members regarding the distribution of the
18 Settlement Fund and amounts paid under the Settlement. Consistent with other settlements, Class
19 Counsel is unable to offer tax advice concerning any payments provided through the Settlement,
20 and Settlement Class Members should refer to their tax professionals as to how to treat payments
21 for tax purposes.

22 69. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is
23 intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation
24 § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation §
25 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in
26 respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect
27 to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified
28 settlement fund from the earliest date possible and agree to any relation-back election required to

1 treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The
2 Settlement Administrator shall hold the Settlement Fund in a non-interest-bearing account, and
3 administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the
4 earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1,
5 *et seq.* The Settlement Administrator shall provide an accounting of any and all funds in the
6 Settlement Fund, including any interest accrued thereon and payments made pursuant to this
7 Agreement, upon request of any of the Parties.

8 70. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement
9 Fund, shall be considered to be an Administrative Expense, and shall be timely paid by the
10 Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall
11 indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation,
12 taxes payable by reason of any such indemnification payments). The Parties and their respective
13 counsel have made no representation or warranty with respect to the tax treatment by any Class
14 Representative or any Settlement Class Member of any payment or transfer made pursuant to this
15 Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative
16 and Settlement Class Member shall be solely responsible for the federal, state, and local tax
17 consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this
18 Agreement.

19 71. Limitation of Liability.

20 a. Defendant and its counsel shall not have any responsibility for or liability
21 whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement
22 Administrator, or any of their respective designees or agents, in connection with the administration
23 of the Settlement or otherwise, (ii) the management, investment or distribution of the Settlement
24 Fund, (iii) the formulation, design or terms of the disbursement of the Settlement Fund, (iv) the
25 determination, administration, calculation or payment of any claims asserted against the Settlement
26 Fund, (v) any losses suffered by, or fluctuations in the value of the Settlement Fund or (vi) the
27 payment or withholding of any Taxes, expenses and/or costs incurred in connection with the
28

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

3 b. The Class Representatives and Class Counsel shall not have any liability
4 whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator,
5 or any of their respective designees or agents, in connection with the administration of the
6 Settlement or otherwise, (ii) the management, investment or distribution of the Settlement Fund,
7 (iii) the formulation, design or terms of the disbursement of the Settlement Fund, (iv) the
8 determination, administration, calculation or payment of any claims asserted against the Settlement
9 Fund, (v) any losses suffered by or fluctuations in the value of the Settlement Fund or (vi) the
10 payment or withholding of any Taxes, expenses and/or costs incurred in connection with the
11 taxation of the Settlement Fund or the filing of any returns.

12 c. The Settlement Administrator shall indemnify and hold Class Counsel, the
13 Settlement Class, Class Representatives, and Defendant harmless for (i) any negligent act or
14 omission by the Settlement Administrator, or any of Settlement Administrator's designees or
15 agents, in connection with the Notice Plan and the administration of the Settlement, (ii) the
16 management, investment or distribution of the Settlement Fund as so directed by Class Counsel,
17 Defendant, and/or the Court, (iii) the formulation, design or terms of the disbursement of the
18 Settlement Fund as so directed by Class Counsel, Defendant, and/or the Court, (iv) the
19 determination, administration, calculation or payment of any claims asserted against the Settlement
20 Fund as so directed by Class Counsel, Defendant, and/or the Court or (v) the payment or
21 withholding of any required Taxes, expenses and/or costs incurred in connection with the required
22 taxation of the Settlement Fund or the filing of any returns.

23 **E. Settlement Benefits**

24 72. Each Participating Settlement Class Member may qualify for the following:

25 a. Cash Payment A – Documented Losses. Participating Settlement Class
26 Members may submit a claim for a Cash Payment under this section for up to \$5,000 per
27 Participating Settlement Class Member upon presentment of Documented Losses related to the
28 Cyber Incident. To receive a Documented Loss payment, a Settlement Class Member must elect

1 Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting
2 losses. Participating Settlement Class Members will be required to submit Reasonable
3 Documentation supporting the losses. Participating Settlement Class Members shall not be
4 reimbursed for expenses if they have been reimbursed for the same expenses by another source. If
5 a Participating Settlement Class Member does not submit Reasonable Documentation supporting a
6 loss, or, if his or her Claim is rejected by the Settlement Administrator for any reason and the
7 Participating Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment
8 A will be rejected and the Participating Settlement Class Member's Claim will only receive Cash
9 Payment B (detailed below). To ensure full compensation for Participating Settlement Class
10 Members with Documented Losses before allocation of remaining funds, payments to the
11 Documented Loss Fund Claimants (Cash Payment A) will be given priority over Claimants for a
12 Pro Rata Payment (Cash Payment B, described below) (i.e., the Net Settlement Fund will first be
13 reduced by the aggregate amount of Participating Settlement Class Members making claims to the
14 Documented Loss Fund, with all available remaining funds in the Net Settlement Fund to be,
15 thereafter, allocated among all Participating Settlement Class Members.

16 b. Cash Payment B – Pro Rata Payment. All Participating Settlement Class
17 Members, including Participating Settlement Class Members who elected Cash Payment A, shall
18 also receive Cash Payment B. Cash Payment B is a flat cash payment representing a *pro-rata* share
19 of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims.
20 Each share of Cash Payment B is nominally valued at \$100.00 (subject to *pro-rata*
21 increase/decrease, based upon total Claim submission). Settlement Class Members who were
22 California residents at any time between April 9, 2024, and the end of the Claims Period are entitled
23 to claim two shares from the Pour Over Cash Fund in recognition of their statutory claims.

24 c. Business Practice Changes. Plaintiffs have received assurances that
25 Defendant either has undertaken or will undertake specific, reasonable steps to further secure its
26 systems and environments. Defendant has provided confidential discovery regarding the number
27 of individuals in the Settlement Class, the facts and circumstances of the Cyber Incident and
28 Defendant's response thereto and the changes and improvements that have been made or are being

1 made to protect class members' Private Information. Though implementing changes and
2 improvements, Defendant expressly disclaims any claim or allegation that its systems or
3 environments were insufficiently secure at the time of the Cyber Incident or that it otherwise failed
4 to take all reasonable steps to protect class members' Private Information.

5 73. Electronic Payment. Participating Settlement Class Members will receive any
6 Settlement Payment due to them pursuant to the terms of this Agreement by electronic payment of
7 their choice (e.g., Venmo, PayPal, Prepaid Card) as indicated on the claim form. Participating
8 Settlement Class Members may also elect to receive their Settlement Payment by a physical check
9 sent by U.S. Mail.

10 74. Deadline to File Claims. Claim Forms for Documented Losses Payments or Cash
11 Payments must be submitted and/or postmarked within ninety (90) days after the Notice Date.

12 75. The Settlement Administrator. The Settlement Administrator shall have the authority to
13 determine whether a Claim Form is valid, timely, and complete, and to what extent a Claim Form
14 electing to receive a Documented Losses Payment and/or Cash Payment reflects valid Documented
15 Losses. Any Claim for Documented Losses Payment shall be deemed fairly traceable to the Cyber
16 Incident by the Settlement Administrator if the claim for Documented Losses occurred on or after
17 April 9, 2024 and the Settlement Administrator determines the claim for Documented Losses
18 incurred are related to the type of personally identifiable information and/or protected health
19 information disclosed in the Cyber Incident. To the extent the Settlement Administrator determines
20 a claim for a Documented Losses Payment submitted through a Claim Form is deficient, within ten
21 (10) days of making such a determination, the Settlement Administrator shall notify the Claimant
22 of the deficiencies and that Claimant shall have twenty (20) days to cure the deficiencies and re-
23 submit the claim. The Settlement Administrator shall exercise reasonable discretion to determine
24 whether the Claimant has cured the deficient claim such that it reflects a valid claim for
25 Documented Losses that are fairly traceable to the Cyber Incident. If the Claimant fails to cure the
26 deficiency, the Settlement Administrator shall have no obligation to make the Documented Losses
27 Payment to that Claimant.

28 76. Timing of Settlement Benefits. Within thirty (30) days after the later of (i) the Effective

1 Date, and (ii) all Claim Forms having been processed subject to the provisions of Section IV.F.2,
2 the Settlement Administrator shall cause funds to be distributed to Participating Settlement Class
3 Members with Approved Claims.

4 77. Order of Distribution of Funds. The Settlement Administrator must first use the
5 available Net Settlements Funds to make all Documented Losses. The Settlement Administrator
6 shall then utilize the remaining funds to make all Cash Payments. Settlement Class Members with
7 Approved Claims who receive a Cash Payment, by physical check, shall have one hundred and
8 twenty (120) days following distribution to deposit or cash their cash benefit check.

9 78. Returned Checks. For any Settlement Payment returned to the Settlement Administrator
10 as undeliverable (including, but not limited to, when the intended recipient is no longer located at
11 the address or the electronic payment account information is invalid), the Settlement Administrator
12 shall make reasonable efforts to find a valid mailing address and resend the Settlement Payment
13 within thirty (30) days after the Settlement Payment is returned to the Settlement Administrator as
14 undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement
15 Payment.

16 79. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid
17 to Defendant after the Effective Date. Any residual funds remaining in the Net Settlement Fund,
18 after all Administrative Expenses, Taxes, payment to Approved Claims have been paid (or set aside
19 for such purposes), shall be distributed to Non-Profit Residual Recipient.

20 **F. Settlement Administration**

21 80. Submission of Claims

22 a. Submission of Electronic and Hard Copy Claims. Settlement Class Members
23 may submit electronically verified Claim Forms to the Settlement Administrator through the
24 Settlement Website, or may download Claim Forms to be filled out, signed, and submitted
25 physically by U.S. Mail to the Settlement Administrator. Claim Forms must be submitted
26 electronically or postmarked during the Claims Period and on or before the Claims Deadline. The
27 Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not
28 timely received and is not required to, but may, provide Claimants the ability to cure defective

1 claims, unless otherwise noted in this Agreement.

2 b. Review of Claim Forms. The Settlement Administrator will review Claim
3 Forms submitted by Settlement Class Members to determine whether they are eligible for a
4 Settlement Payment.

5 81. Settlement Administrator's Duties

6 a. Cost Effective Claims Processing. The Settlement Administrator shall, under
7 the supervision of the Court, administer the relief provided by this Agreement by processing Claim
8 Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement
9 Payments in accordance with this Agreement.

10 b. Dissemination of Notices. The Settlement Administrator shall disseminate
11 the Settlement Class Notice as provided for in this Agreement.

12 c. Maintenance of Records. The Settlement Administrator shall maintain
13 reasonably detailed records of its activities under this Agreement. The Settlement Administrator
14 shall maintain all such records as required by applicable law in accordance with its business
15 practices and such records will be made available to Class Counsel and Defendant's Counsel upon
16 request. The Settlement Administrator shall also provide reports and other information to the Court
17 as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel
18 and Defendant's Counsel with information concerning Notice, administration and implementation
19 of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:

20 i. Receive Requests for Exclusion from Settlement Class Members and
21 provide Class Counsel and Defendant's Counsel a copy thereof no later than five (5) days following
22 the deadline for submission of the same. If the Settlement Administrator receives any Requests for
23 Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period,
24 the Settlement Administrator shall promptly provide copies thereof to Class Counsel and
25 Defendant's Counsel.

26 ii. Provide weekly or other periodic reports to Class Counsel and
27 Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms
28 received, the number of Claim Forms approved by the Settlement Administrator and the

1 categorization and description of Claim Forms rejected by the Settlement Administrator. The
2 Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and
3 from time to time, provide the amounts remaining in the Net Settlement Fund.

4 iii. Make available for inspection by Class Counsel and Defendant's
5 Counsel the Claim Forms and any supporting documentation received by the Settlement
6 Administrator at any time upon reasonable notice.

7 iv. Cooperate with any audit by Class Counsel or Defendant's Counsel,
8 who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for
9 accuracy, veracity, completeness and compliance with the terms and conditions of this Agreement.

10 d. Creation and Maintenance of Settlement Website. The Settlement
11 Administrator shall create the Settlement Website. The Settlement Website shall contain
12 information regarding how to submit Claim Forms (including submitting Claims Forms
13 electronically through the Settlement Website) and relevant documents, including, but not limited
14 to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered
15 by the Court and the operative complaint in the Action. The Settlement Website shall also include
16 a toll-free telephone number and mailing address through which Settlement Class Members may
17 contact the Settlement Administrator directly. The Settlement Website shall also maintain Spanish
18 translations of the Claim Form, Summary Notice and Long Form Notice. Defendant will place a
19 link to the Settlement Website on its website.

20 e. Requests for Additional Information. In the exercise of its duties outlined in
21 this Agreement, the Settlement Administrator shall have the right to reasonably request additional
22 information from the Parties or any Participating Settlement Class Member.

23 f. Timing of Settlement Payments. The Settlement Administrator shall make
24 all Settlement Payments contemplated in Section IV.E. of this Agreement by either electronic
25 means or check and send them to Participating Settlement Class Members within thirty (30) days
26 after (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the provisions
27 of Section IV.F.2. of this Agreement, whichever date is later.

28 **G. Settlement Class Notice**

1 82. Direct Notice. Within seven (7) days after the date of the Preliminary Approval Order,
2 Defendant shall provide the Settlement Class List to the Settlement Administrator. Because the
3 Settlement Class List will be provided to the Settlement Administrator solely for purposes of
4 providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement
5 Administrator will execute a confidentiality and non-disclosure agreement with Defendant,
6 Defense Counsel, and Class Counsel. The Settlement Administrator and will ensure that any
7 information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel,
8 Defense Counsel, or Defendant, including the Class Member Information, will be secure and used
9 solely for the purpose of effecting this Settlement.

10 83. Within thirty (30) days after receipt of Settlement Class List, the Settlement
11 Administrator shall disseminate Notice as follows:

12 a. Physical Address Only. For those Settlement Class Members for whom
13 Defendant has only a physical address, the Summary Notice, substantially in the form attached
14 hereto as **Exhibit 5** shall be sent by U.S. mail.

15 b. Physical Address and Email. For those Settlement Class Members for whom
16 Defendant has both a physical address and email address, the Summary Notice shall be sent by both
17 U.S. mail and email.

18 c. Within 21 days after the Settlement Administrator's receipt of any Summary
19 Notice returned by the U.S.P.S. as undelivered or undeliverable, the Settlement Administrator shall
20 re-mail the Summary Notice using any forwarding address provided by the U.S.P.S. If the U.S.P.S.
21 does not provide a forwarding address, the Settlement Administrator shall conduct an address
22 search and re-mail the Summary Notice to the most current address obtained. The Administrator
23 has no obligation to make further attempts to locate or send Summary Notice to Class Members
24 whose Summary Notice is returned by the U.S.P.S. a second time. In order to provide additional
25 time for Settlement Class Members who are re-mailed a Summary Notice pursuant to this
26 Paragraph, the Parties agree that the Claims Deadline, Claims Period, Opt-Out Period, and
27 Objection Deadline for all Settlement Class Members re-mailed a Summary Notice is extended an
28 additional fifteen (15) days from the original deadlines.

1 d. Email Only. For those Settlement Class Members for whom Defendant has
2 only an email address, the Summary Notice shall be sent by email.

3 84. Settlement Class Members must use the unique claim number and confirmation code
4 contained in the Summary Notice to log onto the Settlement Website and either download a Claim
5 Form or submit the Claim Form online. The Settlement Administrator shall use other reasonable
6 fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than
7 potential Settlement Class Members and (ii) submission of more than one Claim Form per person.
8 In the event a Claim Form is submitted without a unique class member identifier, the Settlement
9 Administrator shall employ reasonable efforts to ensure that the Claim is valid.

10 85. Settlement Website. Prior to any dissemination of the Summary Notice, within twenty-
11 one (21) days after Preliminary Approval of this Agreement, including the form and content of the
12 Settlement Class Notice, and prior to the Notice Date, the Settlement Administrator shall cause the
13 Settlement Website to be launched on the Internet in accordance with this Agreement. Defendant
14 will place a link to the Settlement Website on its respective website.

15 86. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify
16 the deadline for Settlement Class Members to submit Requests for Exclusion from, object to, or
17 otherwise comment upon the Settlement by day, month, and year, (ii) contain instructions on how
18 to submit a Claim Form, (iii) note the deadline for Settlement Class Members to submit Claim
19 Forms and (iv) note the date, time and location of the Fairness Hearing. A copy of the Long Form
20 Notice is attached hereto as **Exhibit 3**.

21 **H. Requests for Exclusion**

22 87. Any Settlement Class Member may submit a Request for Exclusion from the Settlement
23 at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked
24 or received by the Settlement Administrator on or before the end of the Opt-Out Period. Any
25 Request for Exclusion must identify the case name *Shahbaz, et al. v. Complex Legal Services, Inc.*,
26 Case No. 24STCV23351, and include (i) the individual's full name, current mailing address,
27 telephone number and email address, (ii) a statement that they want to be excluded from the Action
28 and (iii) the individual's signature. Any Person who elects to request exclusion from the Settlement

1 Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief
2 under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object
3 to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class
4 through “mass” or “class” opt-outs. If the total number of opt-outs exceed 20 Settlement Class
5 Members, Defendant shall have the right to terminate this Agreement. The Settlement
6 Administrator shall provide the Parties with copies of all completed opt-out notifications and a final
7 list of all individuals who have timely and validly excluded themselves from the Settlement Class.

8 **I. Objection Procedures**

9 88. Any Participating Settlement Class Member may object to the class action components
10 of the Settlement. Except as the Court may order otherwise, an objector must mail the objection by
11 the Objection Deadline to the Settlement Administrator, with the caption *Shahbaz, et al. v. Complex*
12 *Legal Services, Inc.*, Case No. 24STCV23351, and include: (i) the Settlement Class Member’s full
13 name, current mailing address, telephone number and email address, (ii) a concise statement for the
14 reasons for the objection, (iii) the name and contact information of any and all attorneys
15 representing, advising, or in any way assisting the objector in connection with the preparation or
16 submission of the objection; (iv) a statement indicating whether the objector intends to appear at
17 the Fairness Hearing (either personally or through their attorneys); (v) a list of all class action
18 settlements to which the objector has lodged an objection in the last five years; and (iv) the
19 individual’s signature. The Settlement Administrator shall promptly provide Class Counsel and
20 Defendant’s Counsel with copies of all objections received.

21 89. All written objections must be postmarked no later than the Objection Deadline.

22 90. The Court will hear from any Class Member who attends the Fairness Hearing and asks
23 to speak regarding their objection, regardless of whether they have complied with the above
24 procedures.

25 **J. Modification or Termination of the Agreement**

26 91. The Class Representatives collectively (on behalf of the Settlement Class Members) and
27 Defendant shall have the right to terminate this Agreement by providing written notice of their or
28 its election to do so (“Termination Notice”) within seven (7) days of (i) the Court’s refusal to grant

1 Preliminary Approval of the Agreement in any material respect or (ii) within fourteen (14) days of
2 any of the following: (i) the Court's refusal to enter the Judgment in any material respect, or (ii) the
3 date upon which the Judgment is modified or reversed in any material respect by any appellate or
4 other court.

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

12 93. In the event that a party exercises their option to withdraw from, rescind, revoke, and/or
13 terminate this Agreement pursuant to any provision herein, then the Settlement proposed herein
14 shall become null and void and shall have no legal effect and may never be mentioned at trial or in
15 dispositive or class motions or motion papers (except as necessary to explain the timing of the
16 procedural history of the Action), and the Parties will return to their respective positions existing
17 immediately before the execution of this Agreement.

18 94. Notwithstanding any provision of this Agreement, in the event this Agreement is not
19 approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement
20 is declared null and void, or in the event that the Effective Date does not occur, Settlement Class
21 Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the
22 Administrative Expenses, or any expenses, including costs of notice and administration associated
23 with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and
24 costs.

25 **K. Service Awards**

26 95. Class Representatives and Class Counsel may seek Service Awards to be awarded to
27 the Class Representatives. Any requests for such awards must be filed at least twenty-one (21) days
28 before the deadline for filing objections to the Settlement. Class Representatives will request

1 Service Awards in an amount not to exceed Two Thousand and Five Hundred Dollars and Zero
2 Cents (\$2,500.00) per Class Representative.

3 96. The Settlement Administrator shall pay the Service Awards approved by the Court to
4 the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the
5 Settlement Administrator, in the amount approved by the Court, ten (10) days after the Effective
6 Date.

7 97. In the event the Court declines to approve, in whole or in part, the payment of the Service
8 Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full
9 force and effect. No decision by the Court, or modification or reversal or appeal of any decision by
10 the Court, concerning the amount of Service Awards shall constitute grounds for cancellation or
11 termination of this Agreement.

12 **L. Fee Award and Costs**

13 98. Class Counsel may file a motion for an award of the Fee Award of up to 33.33% of the
14 Settlement Fund, plus reasonable costs, to be paid from the Settlement Fund. The motion must be
15 filed at least twenty-one (21) days before the deadline for filings objections to the Settlement and
16 shall include information for the Court to be able to assess the reasonableness of the fee request
17 under the percentage method. Additionally, the maximum amount of attorneys' fees, costs and
18 expenses sought by Class Counsel shall be disclosed in the Long Form Notice. The amount of the
19 Fee Award and Costs shall be determined by the Court based on petition from Class Counsel. Prior
20 to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel
21 shall provide to the Settlement Administrator a properly completed and duly executed IRS Form
22 W-9. Any Fee Award and Costs approved by the Court shall be due and payable by the Settlement
23 Administrator within ten (10) days after the Effective Date of Settlement.

24 99. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute
25 discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' Counsel and any other
26 attorneys for Plaintiffs. Defendant shall have no liability or other responsibility for allocation of
27 any such attorneys' fees and costs.

28 100. The Parties have no agreement as to any amount of Fees or Costs to be paid to Class

1 Counsel and Defendant reserves the right to oppose any motion for a Fee Award and Costs. The
2 Settlement is not conditioned upon the Court's approval of the Fee Award and Costs or the Service
3 Awards in any amount, or at all. Any order or proceeding relating to the amount of any Fee Award
4 and Costs or Service Payments, or any appeal from any order relating thereto, or reversal or
5 modification thereof, shall not operate to modify, terminate, or cancel this Settlement Agreement
6 or affect or delay the finality of the Final Approval Order and Judgment.

7 **M. Judgment**

8 101. This Agreement is subject to and conditioned upon the issuance by the Court of the
9 Final Approval Order and Judgment, which will grant final approval of this Agreement and among
10 other things shall:

11 a. Decree that neither the Judgment nor this Agreement constitutes an
12 admission by the Defendant of any liability or wrongdoing whatsoever;

13 b. Bar and enjoin all Releasing Parties from asserting against any of the
14 Released Parties any and all Released Claims;

15 c. Release each Released Party from any and all Released Claims;

16 d. Determine that this Agreement is entered into in good faith and represents a
17 fair, reasonable, and adequate settlement that is in the best interests of the members of the
18 Settlement Class; and

19 e. Preserve the Court's continuing and exclusive jurisdiction over the Parties
20 to this Agreement, including Defendant and all Participating Settlement Class Members, to
21 administer, supervise, construe, and enforce this Agreement in accordance with its terms for the
22 mutual benefit of the Parties, but without affecting the finality of the Judgment.

23 **N. Representation and Warranties**

24 102. Each signatory to this Agreement represents and warrants (i) that he, she, or it has
25 all requisite power and authority to execute, deliver and perform this Agreement and to
26 consummate the transactions contemplated herein, (ii) that the execution, delivery and performance
27 of this Agreement and the consummation by it of the actions contemplated herein have been duly
28 authorized by all necessary corporate action on the part of each signatory and (iii) that this

1 Agreement has been duly and validly executed and delivered by each signatory, and constitutes its
2 legal, valid and binding obligation.

3 103. Defendant will provide to the Settlement Administrator the Settlement Class List
4 containing the list of persons to whom Defendant provided notice of the Cyber Incident. Defendant
5 represents that the number of Class Members (approximately 57,000) is accurate based on
6 Defendant's investigation of individuals potentially affected by the Cyber Incident.

7 **O. No Admission of Liability or Wrongdoing**

8 104. This Agreement, whether or not consummated, and any negotiations, proceedings
9 or agreements relating to this Agreement, and any matters arising in connection with settlement
10 negotiations, proceedings, or agreements:

11 a. Shall not be admissible in any action or proceeding for any reason, other than
12 an action to enforce the terms hereof;

13 b. Shall not be described as, construed as, offered or received against the
14 Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or
15 admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any
16 claim that has been or could have been asserted in the Action or in any litigation; the deficiency of
17 any defense that has been or could have been asserted in the Action or in any litigation; or any
18 liability, negligence, fault, or wrongdoing of any of the Released Parties; and

19 c. Shall not be described as or construed against the Released Parties, Plaintiffs,
20 or any Settlement Class Members as an admission or concession that the consideration to be given
21 hereunder represents the amount which could be or would have been awarded to said Plaintiffs or
22 the members of the Settlement Class after trial.

23 **P. Miscellaneous Provisions**

24 105. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the
25 entire Agreement among the Parties with regard to the subject matter hereof and shall supersede
26 any previous agreements, representations, communications and understandings among the Parties.
27 Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any
28 agent or attorney of any such party, has made any promise, representation, or warranty, express or

1 implied, not contained in this Agreement to induce either party to execute this Agreement. Neither
2 Party is relying on the other Party or their agents or attorneys and rather each Party decided to
3 resolve the dispute in their own independent determination and judgment. This Agreement may not
4 be changed, modified, or amended, except in writing signed by all Parties, subject to Court
5 approval. The Parties contemplate that, subject to Court approval or without such approval where
6 legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of
7 counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

8 106. Governing Law. This Agreement shall be construed under and governed by the laws
9 of the State of California, applied without regard to laws applicable to choice of law.

10 107. Execution by Counterparts. This Agreement may be executed by the Parties in one
11 or more counterparts, each of which shall be deemed an original but all of which together shall
12 constitute one and the same instrument. Facsimile signatures, signatures via DocuSign or equivalent
13 service, or signatures sent via email shall be treated as original signatures and shall be binding.

14 108. Notices. Any notice, instruction, application for Court approval or application for
15 Court orders sought in connection with this Agreement or other document to be given by any Party
16 to any other Party shall be in writing and delivered personally or sent by registered or certified mail,
17 postage prepaid, if to Defendant to the attention of Defendant's Counsel, or if to Plaintiffs or the
18 Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to
19 the Parties or counsel required by this Agreement shall be made in writing and communicated by
20 mail and email to the following addresses:

Class Counsel	Defendant's Counsel
Scott Cole Cole & Van Note 555 12th Street, Ste. 2100 Oakland, CA 94607 sec@colevannote.com	Max E. Kaplan Cozen O'Connor One Liberty Place, 1650 Market Street Suite 2800 Philadelphia, PA 19103 mkaplan@cozen.com
M. Anderson Berry Emery Reddy, PC 600 Stewart Street, Site 1100 anderson@emeryreddy.com	Jerome Doctors Cozen O'Connor 601 S. Figueroa Street Suite 3700 Los Angeles, CA 90017 jdoctors@cozen.com

1 109. Binding Effect. This Agreement shall be binding upon and inure to the benefit of
2 the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

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

6 111. Severability. The waiver or breach by one Party of any provision of this Agreement
7 shall not be deemed a waiver or breach of any other provision of this Agreement.

8 112. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are
9 an integral and material part of the Settlement and are hereby incorporated and made a part of the
10 Agreement.

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

13 114. Taxability. Defendant does not make and has not made any representations
14 regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made
15 pursuant to this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of
16 themselves and the Settlement Class Members) represent that that they have not relied upon any
17 representation of the Defendant or its attorneys or the Settlement Administrator on the subject of
18 taxability of any consideration provided under this Agreement. Plaintiffs, Class Representatives,
19 and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and
20 expressly agree that any income or other tax, including any interest, penalties or other payment
21 obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee
22 Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal
23 reporting obligations imposed on them arising therefrom or attributable thereto, shall not be
24 Defendant's responsibility.

25 115. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or
26 legal holiday, the applicable date or deadline shall fall on the next business day. All reference to
27 "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties
28 reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that

1 might be necessary to carry out any of the provisions of this Agreement.

2 116. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise
3 expressly stated.

4 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be
5 executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

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7 Dated:

Dated:

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9 _____
Rabia Shahbaz

Valerie Maez

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12 Dated:

Dated:

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14 _____
Joseph Mullins

Marcelo Muto

15
16 Dated:

Dated:

17
18 _____
Crystal Markee

Monica Lopez

19 ***Plaintiffs***

20 Dated:

Dated: 3/11/2026

21
22 _____
Scott Edward Cole
COLE & VAN NOTE

23 _____

M. Anderson Berry
EMERY REDDY, PC

24 ***Plaintiffs' Counsel***

25 Dated:

26 _____
Compex Legal Services, Inc.

27 By: _____

28 Title: _____

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Defendant

Dated:

Max E. Kaplan
Jerome Doctors
COZEN O’CONNOR

Attorneys for Defendant