DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock St, Room 256 Denver, Colorado 80202 Tel.: (303) 606-2300 **STEPHANIE FREEMAN, RYANN REDDY AND HOLLY COOK,** **Individually and On Behalf of All Others Similarly Situated,** **Plaintiffs,** **v.** **SHERR PUTTMANN AKINS LAMB PC, a Colorado law firm,** **Defendant.**	▲ **COURT USE ONLY** ▲
ATTORNEYS FOR PLAINTIFFS: **LEVIN SITCOFF PC** Bradley A. Levin Jeremy A. Sitcoff Robyn Levin 455 Sherman Street, Suite 490 Denver, CO 80203 Phone: (303) 575-9390 brad@lsw-legal.com jeremy@lsw-legal.com robyn@lsw-legal.com **FINKELSTEIN BLANKINSHIP FREI-PEARSON & GARBER, LLP** Todd Garber One North Broadway, Suite 900 White Plains, New York 10601 Phone: 914.298.3281 Fax: 914.824.1561 tgarber@fbfglaw.com	**Consolidated Case** **Case Number: 2024CV33283** **Div.: 215**
SETTLEMENT AGREEMENT	

This Settlement Agreement is entered into by and among Plaintiffs, STEPHANIE FREEMAN, RYANN REDDY and HOLLY COOK ("**Plaintiffs**"), on behalf of themselves and on behalf of the Settlement Class (as defined below), and Defendant SHERR PUTTMANN AKINS LAMB PC ("**Defendant**") in order to effect a full and final settlement and dismissal with prejudice of all claims brought or that could have been brought in the litigation captioned *Freeman, et al. vs. Sherr Puttmann Akins Lamb PC*, Consolidated Case No. 2024CV33283, on the terms set forth below and to the full extent reflected herein, and subject to approval of the Court (as defined below). Capitalized terms shall have the meaning ascribed to them in Section II of this Settlement Agreement, or where otherwise defined.

I. RECITALS

1. Sherr Puttmann Akins Lamb PC is a Colorado law firm with its principal place of business in Denver, Colorado.

2. This Action arises out of a data security incident, defined below as a "**Data Security Incident**," in which an unauthorized third-party illegally accessed Defendant's computer systems and data between August 10 and 12, 2024, resulting in the third party's access to personal information belonging to Plaintiffs and members of the Settlement Class.

3. Defendant denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies all material allegations of the Amended Class Action Complaint, filed on December 11, 2024, and prior complaints (collectively, the "**Complaint**") filed against Defendant regarding the Data Security Incident.

4. Plaintiffs and Class Counsel believe that the legal claims asserted in the Action have merit. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles

applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective cases.

5. In an effort to conserve resources for the benefit of those impacted by the Data Security Incident, the Parties began discussing settlement and scheduled mediation before an experienced mediator, Hon. David E. Jones (Ret.).

6. In advance of mediation, Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Security Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed. Plaintiffs also provided Defendant with informal discovery including information related to, among other things, the injuries/damages allegedly sustained as a result of the Data Security Incident.

7. Counsel for the Parties engaged in extensive arm's-length negotiations concerning a possible settlement of the claims asserted in the Action, including a mediation session before Hon. David E. Jones (Ret.) on October 24, 2025. With the assistance of the mediator, the Parties reached a class settlement in principle.

8. The Parties desire to settle the Action and all claims arising out of or related to the Data Security Incident and the allegations or subject matter of the Complaint and Action on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action.

9. 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 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.

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

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

12. The Parties, intending to be legally bound hereby, agree that the Action, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the Data Security Incident and/or the allegations or subject matter of the Complaint and Action, shall be

settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions, and subject to approval of the Court.

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

II. DEFINITIONS

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

13. "**Action**" means this lawsuit entitled *Freeman, et al. vs. Sherr Puttmann Akins Lamb PC,* Case No. 2024CV33283 pending in the 2nd District Court of Denver, Colorado, filed on October 25, 2024.

14. "**Agreement**" or **Settlement Agreement**" means this Settlement Agreement, including releases and all exhibits hereto.

15. "**Alternative Cash Payment**" means a cash payment which Settlement Class Members may claim in lieu of a claim for Ordinary Losses, Extraordinary Losses, Lost Time and/or Credit Monitoring, as set forth in Paragraph 92.

16. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made for an award of attorneys' fees and reimbursement of Litigation Costs and Expenses for Class Counsel, and Service Awards for the Class Representatives.

17. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Settlement Class Member Benefit.

18. "**Claims Deadline**" means the deadline for filing Claims set at a date certain no more than sixty (60) Days from the date Notice of the Settlement is mailed or otherwise provided to the Settlement Class members.

19. "**Claim Form**" or "**Claim Forms**" means the form Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the Settlement Class Member Benefits described herein, and substantially in the form of Exhibit 4 to this Settlement Agreement.

20. "**Claims Period**" means the period for filing claims up until a date certain no more than sixty (60) Days from the date Notice of the Settlement is mailed or otherwise provided to the Settlement Class members.

21. "**Claimants**" means a Settlement Class Member who submits a Claim Form.

22. **"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.

23. "**Class Counsel**" shall mean Todd S. Garber, of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and Bradley A. Levin, Jeremy A. Sitcoff, and Robyn Levin of Levin Sitcoff PC.

24. "**Class List**" means the list of Settlement Class members' names, postal addresses and email addresses (to the extent known) that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

25. "**Class Representatives**" mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

26. "**Complaint**" means the Amended Class Action Complaint, filed on December 11, 2024, and prior complaints filed against Defendant relating to the Data Security Incident.

27. "**Court**" means the 2nd District Court of Denver, Colorado.

28. **"Credit Monitoring"** means the two-year, one bureau of credit monitoring product provided through the Settlement that Settlement Class Members may elect to receive pursuant to the procedures outlined herein.

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

30. "**Data Security Incident**" means the cybersecurity incident that took place between August 10 and 12, 2024 involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members' Private Information.

31. "**Defendant**" means Sherr Puttmann Akins Lamb PC, the Defendant in the action.

32. "**Defendant's Counsel**" means John Palmeri, Joseph Salvo, John T. Mills and William Dewey, Gordon Rees Scully Mansukhani, LLP.

33. "**Effective Date**" means the thirtieth (30^{th}) 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. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

35. "**Extraordinary Losses**" means unreimbursed costs, expenses and/or fees that are incurred or spent by a Settlement Class Member that are fairly traceable to the Data Security Incident, including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (ii) costs incurred on or after August 10, 2024 such as fees for credit reports, credit monitoring or other identity theft insurance products, purchasing or extending additional credit monitoring or identity theft protection service and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Extraordinary Loss(es) such as notary, fax, postage, copying, mileage, and long-distance telephone charges, which is not already covered by the Ordinary Losses or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under any available credit card, credit monitoring/identity protection or financial service insurance, as set forth in Paragraph 89.

36. "**Fee and Costs Award**" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

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

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

38. "**Final Approval Hearing**" means the hearing to determine whether the Settlement should be given final approval and whether Class Counsel's Application for Attorneys' Fees, Costs and Service Awards should be approved.

39. "**Final Approval Order**" means the order of the Court finally approving this Settlement, substantially in the form annexed hereto as Exhibit 6. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded.

40. "**Litigation Costs and Expenses**" means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting and settling the Action.

41. "**Long-Form Notice**" means the written notice substantially in the form of Exhibit 1 to this Settlement Agreement.

42. "**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.

43. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

44. "**Net Settlement Fund**" means the Settlement Fund after deductions for Settlement Administration Costs, Taxes and Tax-Related Expenses, Fee Award and Costs, and Service Awards.

45. "**Non-Profit Residual Recipient**" means Denver Bar Foundation to benefit Metro Volunteer Lawyers or another non-profit organization(s) as approved by the Court.

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

47. "**Notice Deadline**" means the last day by which Notice must issue to the Settlement Class members, which will occur 30 days after entry of the Preliminary Approval Order.

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

49. "**Objection Deadline**" means the deadline for filing objections to the Settlement set at a date certain no more than sixty (60) Days from the date Notice of the Settlement is mailed or otherwise provided to the Settlement Class members.

50. "**Opt-Out Deadline**" means the deadline for filing exclusions/opt outs set at a date certain no more than sixty (60) Days from the date Notice of the Settlement is mailed or otherwise provided to the Settlement Class members.

51. "**Ordinary Losses**" means unreimbursed costs, expenses and/or fees that are incurred or spent by a Settlement Class Member that are fairly traceable to the Data Security Incident, including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (ii) costs incurred on or after August

10, 2024 such as fees for credit reports, credit monitoring or other identity theft insurance products, purchasing or extending additional credit monitoring or identity theft protection service and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Ordinary Loss(es) such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as set forth in Paragraph 88.

52. "**Parties**" means Plaintiffs collectively and Defendant, and a "Party" means any of the Plaintiffs or the Defendant.

53. "**Plaintiffs**" means Stephanie Freeman, Ryann Reddy and Holly Cook, the Plaintiffs in the Action.

54. "**Postcard Notice**," "**Email Notice**" or "**Short-Form Notice**" means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form of Exhibit 2 (Postcard Notice) and Exhibit 3 (Email Notice) to this Settlement Agreement.

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

56. "**Preliminary Approval Order**" means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Settlement Hearing, substantially in the form attached hereto as Exhibit 5.

57. "**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, state-issued identification (such as driver's license or non-driver ID), financial account information, and health information.

58. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, liquidated or unliquidated, existing or potential, suspected or unsuspected claims, demands, liabilities, rights, suits, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, costs, losses, indemnities, attorneys' fees, obligations, and/or remedies of any kind or description, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act that the Releasing Parties had, have or may have, that have been or could have been asserted in the Complaint, or that otherwise relate to or arise from the Data Security Incident, the operative facts alleged in the Complaint, the alleged access, disclosure and/or acquisition of Settlement Class Members' Private Information in the Data Incident, the provision of notice to Settlement Class Members of the Data Security Incident, Defendant's information security policies and practices as they relate to or arise from the Data Security Incident, and/or Defendant's maintenance or storage of Private Information as they relate to or arise from the Data Security Incident.

59. "**Released Parties**" means Defendant, Spillman Technologies, and each entity which is controlled by, controlling or under common control with Defendant and/or Spillman Technologies and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees,

partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees.

60. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and each and every of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

61. "**Request for Exclusion**" means a written communication by or on behalf of a Settlement Class member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and the Preliminary Approval Order.

62. "**Residual Settlement Fund**" means any funds that remain in the Net Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments and/or codes for Credit Monitoring has/have expired. The Residual Settlement Fund will be sent to one or more Non-Profit Residual Recipient(s).

63. "**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.

64. "**Settlement**" means the settlement reflected by this Settlement Agreement.

65. "**Settlement Administrator**" means the class action settlement administrator retained to carry out the notice plan and administer the claims and settlement fund distribution process. After reviewing bids, the Parties have agreed to use Simpluris, Inc. as Settlement Administrator in this matter.

66. "**Settlement Administration Costs**" means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to the Settlement Class members

and administering the Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class member, and administering, calculating and distributing the Settlement Fund to Settlement Class members. Settlement Administration Costs also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

67. "**Settlement Class**" means all persons whose Private Information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024. Defendant's officers and directors are excluded from the class, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

68. "**Settlement Class Member[s]**" means all persons who are members of the Settlement Class who do not opt out of the Settlement.

69. "**Settlement Class member**" means all members of the Settlement Class.

70. "**Settlement Class Member Benefit(s)**" means Settlement Payments and Credit Monitoring that Settlement Class Members may elect to Claim pursuant to Section V herein.

71. "**Settlement Fund**" means the non-reversionary sum of $455,000.00 that Defendant is obligated to fund or cause to be funded under the terms of the Settlement, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary

obligations of Defendant and each entity which is controlled by, controlling or under common control with Defendant and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees, with respect to this Agreement and the settlement of this matter, other than the costs associated with the Data Security Enhancements.

72. "**Settlement Payment(s)**" means a payment(s) for a Valid Claim for Ordinary Losses, Extraordinary Losses, Lost Time and/or Alternative Cash Payment(s).

73. "**Settlement Website**" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents 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.

74. "**Taxes and Tax-Related Expenses**" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without any limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

75. "**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. Mountain 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

76. Within 15 days of entry of the Preliminary Approval Order, Defendant shall fund or cause to fund the initial portion of the Settlement Fund in the amount of One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($113,750.00) to the Escrow Account.

77. Within 15 days of the Effective Date, Defendant shall fund or cause to fund the remaining portion of the Settlement Fund in the amount of Three Hundred Forty-One Thousand Two Hundred Fifty Dollars and Zero Cents ($341,250.00) to the Escrow Account.

78. The payment amounts above are the limit and extent of the monetary obligations of Defendant and each entity which is controlled by, controlling or under common control with Defendant and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, with respect to this Agreement and the Settlement of this matter.

79. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l 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).

80. The Settlement Fund shall be in an interest-bearing account. All interest earned on the Settlement Fund shall be for the benefit of the Settlement Class.

81. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or, in the event this Agreement is terminated in accordance with its terms, the balance returned to those who paid the Settlement Fund.

82. The Settlement Administrator must use the funds available in the Net Settlement Fund to make payments for Valid Claims in this order: Extraordinary Losses, followed by Ordinary Losses, followed by Credit Monitoring, followed by Lost Time, followed by Alternative Cash Payments. In the event that the aggregate amount of all Settlement Payments and the cost of Credit

Monitoring exceeds the total amount of the Net Settlement Fund, then all Valid Claims for Extraordinary Losses, Ordinary Losses and the cost of Credit Monitoring shall be paid in full and then all Valid Claims for Lost Time and Alternative Cash Payments shall be proportionately reduced on a *pro rata* basis. In the event that the aggregate amount of all Settlement Payments for Extraordinary Losses and Ordinary Losses and the cost of Credit Monitoring exceeds the Net Settlement Fund, then all Valid Claims for Extraordinary Losses and Ordinary Losses shall be paid in full and the number of years of Credit Monitoring shall be proportionately reduced on a *pro rata* basis; in any such event, there will be no payment for Valid Claims for Lost Time and/or Alternative Cash Payments.

83. Any amount remaining in the Residual Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with the terms of the Agreement. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

84. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by Plaintiffs or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Plaintiffs and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IIII. CERTIFICATION OF THE SETTLEMENT CLASS

85. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class.

86. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Defendant's stipulation will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding, and 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.

IV. SETTLEMENT CLASS MEMBER BENEFITS

87. Subject to the terms of this Settlement Agreement, Defendant shall make available the compensation set forth in this Section to Settlement Class Members who have submitted a timely and valid Claim Form approved by the Settlement Administrator.

88. **Ordinary Losses**. Settlement Class Members may submit a Claim Form for reimbursement of Ordinary Losses up to One Hundred Dollars and Zero Cents ($100.00). Settlement Class Members who elect to submit a Claim Form for reimbursement of Ordinary Losses must provide to the Settlement Administrator the information required in order to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting a Claim Form for reimbursement of Ordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by

themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation. Settlement Class Members shall not be reimbursed for Ordinary Loss(es) if they have already been reimbursed for the same Ordinary Loss(es) by another source, including but not limited to any credit card, credit monitoring/identity protection or financial service insurance. Claims for reimbursement of Ordinary Losses can be combined with claims for Lost Time as set forth in Paragraph 90 below; however, those claims are subject to a combined $100.00 aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Losses and Lost Time exceed, in the aggregate, One Hundred Dollars and Zero Cents ($100.00).

89. **Extraordinary Losses**. Settlement Class Members may submit a Claim Form for reimbursement of Extraordinary Losses up to Nine Hundred Dollars and Zero Cents ($900.00). In addition to the information and documentation required to support a claim for reimbursement of Ordinary Losses as set forth in Paragraph 88 above, Settlement Class Members must also submit information and/or documentation (attestation alone is insufficient) demonstrating that they have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under any available credit card, credit monitoring/identity protection or financial service insurance. Moreover, a claim for reimbursement of Extraordinary Losses must meet the following conditions:

a. The loss is an actual, documented, and unreimbursed monetary loss;

b. The loss was more likely than not caused by the Data Security Incident;

c. The loss was incurred after August 10, 2024; and

d. The loss is not already covered by the Ordinary Losses or Lost Time categories, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

90. **Lost Time**. Settlement Class Members may submit a Claim Form for Lost Time of up to 4 hours at a rate of $15.00 per hour (for a total of $60.00) per claimant. Settlement Class Members who elect to submit a claim for Lost Time must provide to the Settlement Administrator the information required to evaluate the claim, including a brief description of the time incurred and the activities undertaken by the Settlement Class Member. Claims for Lost Time can be combined with claims for reimbursement for Ordinary Losses as set forth in Paragraph 88 above; however, those claims are subject to a combined $100.00 aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Losses and Lost Time exceed, in the aggregate, One Hundred Dollars and Zero Cents ($100.00).

91. **Credit Monitoring**. Settlement Class Members may submit a Claim Form to enroll in two (2) years (twenty-four (24) months) of one-bureau Credit Monitoring to be provided through the Settlement Administrator. The Credit Monitoring will have the following minimum features:

i. Real time monitoring of the credit file at one of the three bureaus;

ii. Dark web scanning with expedited notification of potential unauthorized use upon discovery;

iii. Comprehensive public record monitoring;

iv. Medical identity monitoring fraud resolution;

v. Identity theft insurance (no deductible); and

vi. Access to fraud resolution agents to help resolve identity thefts.

92. **Alternative Cash Payment.** In lieu of a Claim Form for Ordinary Losses, Extraordinary Losses, Lost Time and/or Credit Monitoring, Settlement Class Members may submit a Claim Form to receive an Alternative Cash Payment. The amount of the Alternative Cash Payment shall be calculated *pro rata* based on the funds remaining in the Net Settlement Fund after deducting the amount of Valid Claims for Ordinary Losses, Extraordinary Losses, and Lost Time and the cost of Valid Claims for Credit Monitoring. However, under no circumstances should the amount of the Alternative Cash Payment exceed Fifty Dollars and Zero Cents ($50.00). A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other benefits made available under this Settlement Agreement. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to determining its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment or any other benefits made available under this Settlement Agreement.

93. **Confirmatory Discovery.** Defendant represents that it has adopted and implemented additional data security measures following the Data Security Incident to further strengthen the security of its systems. Within thirty (30) days of the Preliminary Approval Order, Defendant shall provide a confidential declaration to Class Counsel outlining the measures undertaken, including all data security measures undertaken since the Data Security Incident and the cost(s) of implementing such measures, to include cost(s) to date and anticipated future cost(s).

The information provided by Defendant pursuant to this Paragraph 93, if any, shall be treated as strictly confidential and cannot be used for any other purposes other than enforcement of this Settlement Agreement. Class Counsel shall only provide this information to Plaintiffs and/or Settlement Class Members provided they acknowledge, in writing, to bound by the confidentiality terms set forth in this Paragraph. Nothing about this Paragraph 93 shall create any contractual rights to any present or future equitable remedy requiring Defendant to make or maintain any particular security process(es) or procedure(s) in the future.

V. NOTICE AND SETTLEMENT ADMINISTRATION

94. The Parties agree that, subject to Court approval, Simpluris, Inc. 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.

95. 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.

96. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard 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 Settlement Fund and Escrow Account;

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 that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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, and the number of Claims for Credit Monitoring, 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, Settlement Payments by electronic means or by paper check;

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Credit Monitoring product.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel;

n. Paying the Residual Settlement Fund (if any) to the Court-approved Non-Profit Residual Recipient(s); and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Settlement Payments and Credit Monitoring access information have been properly distributed.

97. Within ten (10) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator and Class Counsel with the names and last-known addresses, and e-mail addresses known to Defendant for the Settlement Class Members (the "**Class List**").

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

99. The Settlement Administrator shall, by using the National Change of Address database maintained by the United States Postal Service ("**Postal Service**"), obtain updates, if any, to the mailing addresses.

100. Within thirty (30) Days following entry of the Preliminary Approval Order ("**Notice Date**"), the Settlement Administrator shall mail the Postcard Notice and Claim Form to all Settlement Class Members by first class United States mail. It has been mutually agreed by the Parties that the Settlement Administrator may rely upon Postcard Notice and utilize email notice where practicable.

101. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the issuance of Notice as set forth in Paragraph 100 above, the Settlement Administrator will create the Settlement Website. 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.

102. If any Postcard Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. If the Settlement Administrator is unable to determine that an Email Notice to a Settlement Class Member has been delivered, then that Settlement Class Member shall also receive Postcard Notice via United States mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

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

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

104. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online or by U.S. mail and must be postmarked no later than the Claim Deadline.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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 30 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.

111. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation and/or information supporting a claim for Ordinary Losses, Lost Time and/or Extraordinary Losses reflects valid Ordinary Losses, Lost Time and/or Extraordinary Losses actually incurred that are fairly traceable to the Data Security Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after August

10, 2024; and/or (ii) whether the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was potentially impacted as a result of the Data Security Incident as to the Defendant with which the Settlement Class Member was affiliated.

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

113. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have ten (10) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 10-Day period, then the Claim will be deemed invalid and the benefit claimed will not be provided unless otherwise approved by the Court at the Final Approval Hearing, for good cause shown demonstrated by the applicable Settlement Class Member.

114. The Settlement Administrator will maintain records of all Claim Forms submitted until one hundred and eighty (180) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Defendant, Class Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement and Settlement.

115. 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.

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

117. Settlement Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 60 days to select their electronic payment(s) or to negotiate their paper check(s).

118. The Settlement Administrator will send an email to Settlement Class Members with valid claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

119. 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 dispute 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.

120. 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.

121. No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. In the event there are funds remaining in the Settlement Fund more than 240 days following the date of distribution of Settlement payments to Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, said funds attributable to unclaimed and undeliverable funds shall become residual funds and shall be distributed to the Non-Profit Residual Recipient(s), and the Settlement Class Member shall forfeit their entitlement right to the funds.

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

123. The Parties, Class Counsel, Defendant's Counsel and Defendant's insurers and reinsurers shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

124. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees

or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

125. 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.

VII. OPT-OUT PROCEDURES

126. Each member of the Settlement Class shall have the right to request exclusion from the Settlement Class and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

127. The Short-Form and Long-Form Notices shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Settlement Class Member personally completes and mails a request for exclusion ("**Opt-Out Request**") to the Settlement Administrator at the address set forth in the Short-Form and Long-Form Notices.

128. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Action); and (c) state

unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. The Settlement Administrator shall promptly inform Class Counsel and Defendant's Counsel of all valid and timely Opt-Out Requests, with all such Settlement Class Members being referred to herein as "**Opt-Out Member(s)**."

129. Class Counsel agrees to work in good faith to effectuate this Settlement Agreement and will not solicit or encourage, in any manner, Settlement Class Members to submit Opt-Out Requests.

130. Opt-Out Members shall receive no benefit or compensation under this Settlement Agreement and shall have no right to object to the proposed Settlement Agreement or attend the Final Approval Hearing.

131. A request for exclusion that does not comply with all of the foregoing, that is not postmarked by the Opt-Out Deadline, or that is sent to an address other than that set forth in the Short-Form and Long-Form Notices shall be invalid, and that Settlement Class Member shall remain in and be treated as being in the Settlement Class and as being bound by this Settlement Agreement and the release contained herein.

132. Prior to the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of all Opt-Out Members for submission to the Court and to be provided to Class Counsel and Defendant's counsel.

133. Opt-Out Members shall not (a) be bound by any orders or judgments entered in the Action or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement.

VIII. OBJECTIONS TO THE SETTLEMENT

134. Any Settlement Class Member who wishes to object to the proposed Settlement must file with the Court and either mail or hand-deliver a written objection(s) to the Settlement ("**Objection(s)**") to Class Counsel, Defendant's Counsel and the Settlement Administrator, at the addresses set forth in the Long-Form Notice.

135. 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 his/her/itself 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.

136. For an objection to be considered by the Court, the objection must also set forth:

a. the name of the proceedings;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

e. 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;

f. 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;

g. 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;

h. a statement of whether the objector and/or his/her attorney(s) intend to appear at the Final Approval Hearing;

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

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

k. 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.

137. Settlement Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a Memorandum of Law served prior to the Final Approval Hearing.

138. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

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

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

IX. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

141. Class Counsel shall request the Court to approve a service award of $2,500.00 for each of the named Plaintiffs Stephanie Freeman, Ryann Reddy, and Holly Cook ("**Service Award**"). If approved by the Court, this Service Award will be paid no later than twenty-one (21) Days after the Effective Date by the Settlement Administrator out of the Settlement Fund.

142. Class Counsel shall request the Court to approve a Fee Award and Costs not to exceed $145,600.00. If approved by the Court, the Fee Award and Costs will be paid no later than twenty-one (21) Days after the Effective Date by the Settlement Administrator out of the Settlement Fund.

143. Class Counsel may file applications with the Court for the requested Service Award and attorneys' fees and a motion in support of the final approval within thirty (30) Days of the Objection Deadline.

144. 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 and Service Awards was negotiated after all material terms of the Settlement.

145. 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. Defendant and the Released Parties shall not have any liability or other responsibility for allocation of any such attorneys' fees, costs and expenses.

X. NOTICES

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

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

Todd S. Garber
Finkelstein, Blankinship, Frei-Pearson & Garber, LLP
One North Broadway, Suite 900
White Plains, NY 10601
Tel: (914) 298-3283

Bradley A. Levin
Jeremy A. Sitcoff
Robyn Levin
Levin Sitcoff PC
455 Sherman Street, Suite 490
Denver, CO 80203
Tel: (303) 575-9390

All notices to Defendant's Counsel or Sherr Puttmann Akins Lamb PC shall be sent to:

John M. Palmieri
William G. Dewey
Gordon & Rees LLP
555 Seventeenth Street, Ste. 3400
Denver, Colorado 80202
Tel.: (303) 534-5160

Joseph Salvo
John T. Mills
Gordon & Rees LLP
One Battery Park Plaza, 28th Floor
New York, New York 10004
Tel.: (212) 269-5500

147. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XI. PRELIMINARY APPROVAL

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

a. Preliminarily approves this Settlement Agreement;

b. Certifies the Settlement Class;

c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;

d. Finds the Notice Program constitutes valid, due and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Colorado, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;

e. Appoints the Settlement Administrator in accordance with the provisions of Section V;

f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

h. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

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

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

149. Class Counsel shall provide Defendant's counsel with a draft of the Motion for Preliminary Approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

XII. FINAL APPROVAL

144. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

145. The Parties may file with the Court their briefs regarding final approval, attorneys' fees, and Service Award, including responses to any Objections, no later than thirty (30) Days after the Objection Deadline.

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

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

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

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

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

e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (g) below, a dismissal with prejudice of the Action;

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

g. A finding that all Settlement Class Members not opting out or who have not properly opted out of the Settlement Class shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Class Claims; and

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

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

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

XIII. TERMINATION/MODIFICATION

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

149. 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.

150. 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.

151. Additionally, Defendant shall have the sole option to terminate this Agreement if more than ten (10) Settlement Class members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Paragraph within 10 days after the end of the Opt-Out Period and receipt of the list of Requests for Exclusion from the Settlement Administrator, or the option to terminate shall be considered waived.

152. In the event this Agreement is terminated or fails to become effective, then this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants, and Defendants' 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. The Parties shall further jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved; 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 purposes; and the terms and provisions of this Agreement 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*.

153. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants consistent with their respective contributions as described hereinabove. However, Defendants shall have no right to seek from

Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XIV. RELEASE

154. The Final Approval Order shall provide that the Action is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members who are not Opt-Out Members.

155. 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.

156. The Released Claims include but are not limited to any state law or common law claims arising out of or relating to the Data Security 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*. The Released Claims also include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and/or related to the Released Claims and that Plaintiffs, any Settlement Class Member or any Releasing Party, do not know or suspect to exist which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits under Section 1542 of the California Civil Code, 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.

157. Upon the Effective Date, each of the Releasing Parties shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s)of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, which is/are similar, comparable or equivalent to Section 1542 of the California Civil Code (including, without limitation, California Civil Code § 1798.80 *et seq.*, Montana Code Ann. § 28-1-1062, North Dakota Cent. Code § 9-13-02, and South Dakota Codified Laws § 20-7-11. The Releasing Parties acknowledge that they may discover facts or law in addition to or different from those they now know or believe to be true with respect to a Released Claim (including Unknown Claims), but that it is their intention to fully, finally and forever settle and release the Released Claims (including Unknown Claims).

158. 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. 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, based on any of the Released Claims. It is further agreed that this Settlement may be pleaded as a complete defense to any proceeding subject to this action.

159. Without in any way limiting the scope of the foregoing, the releases set forth in this Agreement cover, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Plaintiffs' Released Claims or the Released Class Claims as well as any and all claims for the Service Award to Plaintiffs.

160. 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.

161. To identify the Released Parties applicable to each Settlement Class Member, the Settlement Administrator shall use the information provided in the Class Lists to identify the name of each of the applicable Released Parties for that Settlement Class Member based on his or her membership in the Settlement Class and one or more applicable Settlement Subclass. Following the Effective Date, the Settlement Administrator shall maintain a list of applicable Settlement Class Members with Released Claims against each Defendant and will provide each Defendant with a copy of their respective list of Settlement Class Members. Each list shall be conclusive evidence of the Settlement Class Members that have Released Claims for each Defendant.

162. 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.

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

XV. MISCELLANEOUS

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

165. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Action or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Data Security Incident or allegations asserted in the Complaint and Action. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment.

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

167. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Action. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

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

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

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

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

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

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

174. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members. The Parties waive the right to appeal or collaterally attack the Final Judgment entered under this Settlement Agreement.

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

176. The Parties stipulate to stay all proceedings in the Action until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not

prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

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

178. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

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

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

SIGNATURES

Stephanie Freeman

By: _____ Date: _____

Ryann Reddy

By: Ryann Reddy Date: 7/10/2026

Holly Cook

By: _____ Date: _____

prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

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

178. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

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

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

SIGNATURES

Stephanie Freeman

By: _____ Date: 7/8/2026

Ryan Reddy

By: _____ Date: _____

Holly Cook

By: _____ Date: _____

prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

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

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

SIGNATURES

Stephanie Freeman

By: _____ Date: _____

Ryan Reddy

By: _____ Date: _____

Holly Cook

By: _____ Date: _____

Finkelstein, Blankinship, Frei-Pearson & Garber, LLP
Counsel for Plaintiff and the Class

By: _____ Date: 7/20/2026
Name: Todd S. Garber
Title: Partner

Levin Sitkoff PC
Counsel for Plaintiff and the Class

By: _____ Date: _____
Name: _____
Title: _____

Sherr Puttmann Akins Lamb PC

By: _____ Date: _____
Name: _____
Title: _____

Gordon Rees Scully Mansukhani, LLP
Counsel for Defendant (as to form only)

By: _____ Date: _____
John T. Mills

Docusign Envelope ID: 9263C3C3-467C-8998-81F2-A1B7E2F45998

Finkelstein, Blankinship, Frei-Pearson & Garber, LLP
Counsel for Plaintiff and the Class

By: _____ Date: _____
Name: _____
Title: _____

Levin Sitkoff PC
Counsel for Plaintiff and the Class

By: _____ Date: July 20, 2026
Name: Jeremy A. Sitcoff
Title: Partner

Sherr Puttmann Akins Lamb PC

By: _____ Date: July 7, 2026
Name: Megan Sherr
Title: CEO

Gordon Rees Scully Mansukhani, LLP
Counsel for Defendant (as to form only)

By: _____ Date: July 7, 2026
John T. Mills

EXHIBIT 1

2nd District Court of Denver, Colorado

Freeman, et al. v. Sherr Puttmann Akins Lamb PC
Case No. 2024CV33283

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 SHERR PUTTMANN AKINS LAMB PC, DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Sherr Puttmann Akins Lamb PC ("SPAL" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on SPAL's computer systems that occurred in August 2024 (the "Data Security Incident"). Certain files that contained private information may have been accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; state-issued identification (such as driver's license or non-driver ID); financial account information; and health information.
- The lawsuit is called *Freeman, et al. v. Sherr Puttmann Akins Lamb PC*, Case No. 2024CV33283. It is pending in the 2nd District Court of Denver, Colorado (the "Litigation").
- SPAL denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- SPAL's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from SPAL.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
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Basic Information

1. Why was this Notice issued?

The 2nd District Court of Denver, Colorado, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Freeman, et al. v. Sherr Puttmann Akins Lamb PC*, Case No. 2024CV33283. It is pending in the 2nd District Court of Denver, Colorado. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Sherr Puttmann Akins Lamb PC, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the August 2024 targeted cyberattack on SPAL's computer systems, certain files that contained private information may have been accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; state-issued identification (such as driver's license or non-driver ID); financial account information; and health information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Stephanie Freeman, Ryann Reddy, and Holly Cook. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All persons whose Private Information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) SPAL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Security Incident.

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

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

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

SPAL will establish a Settlement Fund of $455,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

Credit Monitoring. All Class Members are eligible to claim two years of CyEx Identity Defense Complete. This comprehensive service comes with $1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Security Incident, you can get back up to **$100.00**. The losses must have occurred between August 10, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Extraordinary Losses (losses due to identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **$900.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Security Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 10, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to four hours, at $15.00 per hour, for a maximum of **$60.00**. The amount you claim will count toward the $100.00 Ordinary Losses cap.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any of the other benefits explained above*, you may claim a one-time cash payment of **up to $50.00**. You do not have to provide any proof or explanation to claim this payment.

The actual amount of the payment will depend on how much money is left after all other claims, costs, and expenses are paid out.

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

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

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

If you stay in the class, you won't be able to be part of any other lawsuit against SPAL about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XII) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Todd Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP; and Bradley A. Levin, Jeremy A. Sitcoff, and Robyn Levin of Levin Sitcoff PC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $145,600.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue SPAL on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

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

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

(1) the name of the Litigation: *Freeman, et al. v. Sherr Puttmann Akins Lamb PC*, Case No. 2024CV33283, pending in the 2nd District Court of Denver, Colorado;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

(1) the name of the Litigation: *Freeman, et al. v. Sherr Puttmann Akins Lamb PC*, Case No. 2024CV33283, pending in the 2nd District Court of Denver, Colorado;

(2) your full name, mailing address, telephone number, and email address;

(3) whether the objection applies only to you, or to other Class Members, as well;

(4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(6) if you, your lawyer, or your lawyer's firm have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;

(7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;

(9) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	**Settlement Administrator**
Clerk of the Court [Court Address]	SPAL Data Security Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	**Counsel for Defendants**
Todd S. Garber **Finkelstein, Blankinship, Frei-Pearson & Garber, LLP** One North Broadway, Suite 900 White Plains, New York 10601 Bradley A. Levin Jeremy A. Sitcoff Robyn Levin **Levin Sitcoff PC** 455 Sherman Street, Suite 490 Denver, Colorado 80203	John M. Palmieri William G. Dewey **Gordon Rees Scully Mansukhani, LLP** 555 Seventeenth Street, Suite 3400 Denver, Colorado 80202 Joseph Salvo John T. Mills **Gordon Rees Scully Mansukhani, LLP** One Battery Park Plaza, 28th Floor New York, New York 10004

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Mountain Time**, in Room [Court Room] of the 2nd District Court of Denver, Colorado, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

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

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

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

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

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

EXHIBIT 2

Why am I receiving this notice? A Settlement has been reached with Sherr Puttmann Akins Lamb PC ("SPAL") in a class action lawsuit. The case is about the August 2024 cyberattack on SPAL's computers (the "Data Security Incident"). Certain files containing private information may have been accessed. SPAL denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All persons whose Private Information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of **Credit Monitoring** from CyEx Identity Defense Complete, and one or more **cash payment** options.

If you have documented losses you can get back up to **$100** for out-of-pocket expenses and up to **$900** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back $15/hour for up to four hours (up to **$60**).

Instead of any other benefit, you can get a one-time cash payment of **up to $50**.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue SPAL for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $145,600, and $2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

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

QR code

MD bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

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

SPAL Data Security Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Freeman, et al. v. Sherr Puttmann Akins Lamb PC
Case No. 2024CV33283

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 SHERR PUTTMANN AKINS LAMB PC DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

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

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

SPAL Data Security Incident Settlement

《FirstName》 《LastName》
《Address1》 《Address2》
《City》, 《State》 《Zip》

LoginID: 《ClaimLoginID》
PIN: 《ClaimLoginPIN》

*Complete this Claim Form and return by U.S. Mail by **[Claims Deadline]**. Only one Claim Form per Class Member.*

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring**, and **either** a **Lost Time** **or** an **Alternative Cash Payment**. To claim cash payments for documented losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **(XXX) XXX-XXXX**.

☐ Check this box to enroll in two years of **Credit Monitoring** from CyEx Identity Defense Complete.

Please **PRINT** your email address below (required):

☐ Check this box to claim a payment for **Lost Time**.

I spent (select only **one**): ☐ 1 hour ($15) ☐ 2 hours ($30) ☐ 3 hours ($45) ☐ 4 hours ($60)

How did you spend this time:_____

-OR-

☐ Check this box to claim a one-time **Alternative Cash Payment** of up to $50.00.

How would you like to be paid:
Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)
For digital payment options, please **PRINT** your email address below:

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT 3

TO: «Email Address»
FROM: "SPAL Data Security Incident Settlement" «info@[SettlementWebsite].com»
SUBJECT: SPAL Data Security Incident Settlement – You are Eligible to File a Claim

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LEGAL NOTICE

Freeman, et al. v. Sherr Puttmann Akins Lamb PC
Case No. 2024CV33283
2nd District Court of Denver, Colorado

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 SHERR PUTTMANN AKINS LAMB PC DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

Dear «First» «Last»:

A Settlement has been reached with Sherr Puttmann Akins Lamb PC ("SPAL") in a class action lawsuit about the August 2024 cyberattack on SPAL's computers (the "Data Security Incident"). Certain files containing private information may have been accessed.

SPAL denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at www.[SettlementWebsite].com.

Who is included in the Settlement? The Court has defined the class as: "All persons whose Private Information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024."

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim two years of **Credit Monitoring** from CyEx Identity Defense Complete, and one or more **cash payment** options.

If you have documented losses you can get back up to **$100.00** for out-of-pocket expenses and up to **$900.00** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back $15/hour for up to four hours (up to **$60.00**).

Instead of any other benefit, you can get a one-time cash payment of **up to $50.00**.

Full details and instructions are available online.

How do I receive a benefit? Visit www.[SettlementWebsite].com to submit your claim.

To receive a paper copy and submit by US Mail, call (XXX) XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue SPAL for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement website at www.[SettlementWebsite].com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $145,600.00, and $2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call (XXX) XXX-XXXX or click here: **www.[SettlementWebsite].com**.

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

SIMID: *«SIMID»*
CaseID: *[CaseID]*

EXHIBIT 4

CLAIM FORM AND RELEASE

2ND DISTRICT COURT OF DENVER, COLORADO

Freeman, et al. v. Sherr Puttmann Akins Lamb PC
Case No. 2024CV33283

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

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

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

The court has defined the Class this way: "All persons whose Private Information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024."

Excluded from the Settlement Class are: (1) SPAL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Security Incident.

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

Claims must be received by [Claims Deadline].

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

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

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

GENERAL INFORMATION

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

AVAILABLE BENEFITS

SPAL will establish a Settlement Fund of $455,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

Credit Monitoring. All Class Members are eligible to claim two years of CyEx Identity Defense Complete. This comprehensive service comes with $1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Security Incident, you can get back up to **$100.00**. The losses must have occurred between August 10, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Extraordinary Losses (losses due to identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **$900.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Security Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 10, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to four hours, at $15.00 per hour, for a maximum of **$60.00**. The amount you claim will count toward the $100.00 Ordinary Losses cap.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any of the other benefits explained above*, you may claim a one-time cash payment of **up to $50.00**. You do not have to provide any proof or explanation to claim this payment.

The actual amount of the payment will depend on how much money is left after all other claims, costs, and expenses are paid out.

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

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

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

Claims must be received by [Claims Deadline].

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

Questions? Call (XXX) XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Identity Defense Completeby a credit bureau.

III. ORDINARY LOSSES (OUT-OF-POCKET EXPENSES)

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to $100.00.

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

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40*
TOTAL CLAIMED:	

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

IV. EXTRAORDINARY LOSSES (LOSSES DUE TO IDENTITY THEFT OR FRAUD)

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $900.00.

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

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

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

V. LOST TIME

If you spent time fixing problems caused by Data Security Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour ($15.00) ☐ 2 hours ($30.00) ☐ 3 hours ($45.00)
☐ 4 hours ($60.00)

Describe what you spent this time on:_____

_____

_____

If you claim Ordinary Losses (Section III, above), the combined total is capped at $100.00

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time cash payment of up to $50.00. The actual amount of the payment will depend on how much money is left after all other claims, costs, and expenses are paid out. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING ANY OTHER BENEFIT FROM SECTIONS II, III, IV, OR V**.

VII. PAYMENT SELECTION

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

☐ **PAYPAL**

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

☐ **VENMO**

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

			-				-				

☐ **ZELLE**

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

OR

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

			-				-				

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VIII. ATTESTATION AND SIGNATURE

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

Class Member Signature

	MM	DD	YY

Please print or type your name on the line above.

EXHIBIT 5

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock St, Room 256 Denver, Colorado 80202 Tel.: (303) 606-2300 **STEPHANIE FREEMAN, RYANN REDDY AND HOLLY COOK,** **Individually and On Behalf of All Others Similarly Situated,** **Plaintiffs,** **v.** **SHERR PUTTMANN AKINS LAMB PC, a Colorado law firm,** **Defendant.**	▲ **COURT USE ONLY** ▲
ATTORNEYS FOR PLAINTIFFS: **LEVIN SITCOFF PC** Bradley A. Levin Jeremy A. Sitcoff Robyn Levin 455 Sherman Street, Suite 490 Denver, CO 80203 Phone: (303) 575-9390 brad@lsw-legal.com jeremy@lsw-legal.com robyn@lsw-legal.com **FINKELSTEIN BLANKINSHIP FREI-PEARSON & GARBER, LLP** Todd Garber One North Broadway, Suite 900 White Plains, New York 10601 Phone: 914.298.3281 Fax: 914.824.1561 tgarber@fbfglaw.com	**Consolidated Case** **Case Number: 2024CV33283**
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT	

This matter came before the Court on Plaintiffs' Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs Stephanie Freeman, Ryann Reddy and Holly Cook ("Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Sherr Putmann Akins Lamb PC ("Defendant"), have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Between approximately August 10 and 12, 2024, Defendant was the victim of a data security incident in which an unauthorized third-party illegally accessed Defendant's computer systems and data, resulting in the potential unauthorized access to personal information belonging to Plaintiffs and members of the Settlement Class (hereafter the "Data Breach"). In total, approximately 5,304 individuals' data was potentially impacted by the Data Breach.

On October 25, 2024, Plaintiff Stephanie Freeman commenced this action. On December 11, 2024, Plaintiffs Stephanie Freeman, Ryann Reddy and Holly Cook filed a First Amended Complaint ("Complaint") against Defendant in the 2nd District Court for the City and County of Denver. The Complaint alleged five causes of action, which survived Defendant's motion to dismiss in full: (1) negligence; (2) negligence per se; (3) breach of express contract; (4) breach of implied contract; and (5) breach of fiduciary duty.

From June through October 2025, the Parties, through Class Counsel and Defendant's counsel, engaged in extensive arm's length negotiations concerning a possible settlement of the claims asserted in the Complaint. On or about October 24, 2025, the Parties executed a confidential term sheet outlining the central terms of the Settlement Agreement, which itself was finalized and executed on or about _____, 2025.

The Settlement Agreement is the result of the settlement discussions and is intended to memorialize and supersede the terms set forth in the Settlement Term Sheet. The Parties have

agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

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

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 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.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby **ORDERED** that Plaintiffs' Unopposed Motion for Preliminary Approval is granted as set forth herein.[1]

[1] Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Colorado Rule of Civil Procedure 23, the Court provisionally certifies a Settlement Class in this matter defined as follows:

Settlement Class

All persons whose personal information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024.

The Settlement Class specifically excludes: (i) Defendant's officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes approximately 5,304 people.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims and defenses of the Settlement Class Representatives are typical of the claims and defenses of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. Settlement Class Representatives and Settlement Class Counsel.

Plaintiffs Stephanie Freeman, Ryann Reddy, and Holly Cook are hereby provisionally designated and appointed the Settlement Class Representatives. The Court provisionally finds that the Settlement 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 the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Todd S. Garber, of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP located at One North Broadway, Suite 900, White Plains, New York 10601; Bradley A. Levin, Jeremy A. Sitcoff, and Robyn Levin of Levin Sitcoff PC located at 455 Sherman Street, Suite 490, Denver, CO 80203.

3. Preliminary Settlement Approval. Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to the Settlement Class, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by applicable law.

4. Jurisdiction. The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this District pursuant to Colo. R. Civ. P. 98(c).

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at ___:_0 _.m. on Month , 2026, in the 2nd District Court for the City and County of Denver, located at 1437 Bannock St, Room 256, Denver, Colorado 80202 to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Colorado Rule of Civil Procedure 23(b)(3); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Colorado Rule of Civil Procedure 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representatives for Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Attorneys' Fees, Costs, and Plaintiffs' Service Award and Motion for Final Approval shall be within thirty (30) Days of Settlement Class Members' deadline to object or opt-out of the Settlement. By no later than 14 Days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

6. **Administration**. The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid from the Settlement Fund.

7. **Notice to the Class**. The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, Postcard Notice, Email Notice and Long-Form Notice attached to the Settlement Agreement as Exhibits 1-4 satisfy the requirements of Colorado Rule of Civil Procedure 23(e), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **30 days from the date of this Order** (the "Notice Deadline"), the Settlement Administrator shall complete the Notice Program in the manner set forth in Section 3 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice**. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and Section VI of the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) the Court concludes that the Notice Program meets all applicable requirements of law, including Colorado Rule of Civil Procedure Rule 23, and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days from the date Postcard Notice is Mailed** (the "Opt-Out Period"). The written notification must include the individual's full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law, to act on behalf of the individual with respect to the claims asserted in this Action.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than **10 Days prior to the Final Approval Hearing**.

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

10. **Objections and Appearances**. A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Date; or (b) mailed first-class postage prepaid to Plaintiffs' Counsel and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Section VII of the Settlement Agreement, which is as follows:

(a) the objector's full name, address, telephone number, and e-mail address (if any);

(b) the Settlement Class Member's original signature;

(c) state that the Settlement Class Member objects to the Settlement, in whole or in part;

(d) set forth a statement of the legal and factual basis for the Objection; and

(e) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve on Settlement Class Counsel and Defendants' Counsel) by the Objection Date. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least sixty (60) Days before the Final Approval Hearing.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan**. Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section V of 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.

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. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **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.

13. **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 Settlement 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.

14. **Stay of Proceedings**. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court. Further, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims pending Final Approval of the Settlement.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

16. **Jurisdiction**. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

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

Notice Completion Deadline (Deadline to Mail Postcard Notice): 30 Days after Preliminary Approval

Motion for Final Approval: within thirty (30) Days of the Opt-Out/Objection Deadline

Motion for Service Awards, Attorneys' Fees and Costs: within thirty (30) Days of the Opt-Out/Objection Deadline

Opt-Out Deadline: 60 Days after Notice Completion

Objection Deadline: 60 Days after Notice Completion

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

Claim Deadline: 60 Days after Notice Completion

Final Approval Hearing: _____

IT IS SO ORDERED this ____ day of _____, 2026

BY THE COURT:

_____
A. Bruce Jones
District Court Judge

Presented By:

Dated: December__, 2025
/s/____
John M. Palmieri
William G. Dewey
Gordon & Rees LLP
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/s/____
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Attorneys for Defendant

Dated: December__, 2025
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Attorneys for Plaintiffs and the Settlement Class

EXHIBIT 6

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock St, Room 256 Denver, Colorado 80202 Tel.: (303) 606-2300 **STEPHANIE FREEMAN, RYANN REDDY AND HOLLY COOK,** **Individually and On Behalf of All Others Similarly Situated,** **Plaintiffs,** **v.** **SHERR PUTTMANN AKINS LAMB PC, a Colorado law firm,** **Defendant.**	▲ **COURT USE ONLY** ▲
ATTORNEYS FOR PLAINTIFFS: **LEVIN SITCOFF PC** Bradley A. Levin Jeremy A. Sitcoff Robyn Levin 455 Sherman Street, Suite 490 Denver, CO 80203 Phone: (303) 575-9390 brad@lsw-legal.com jeremy@lsw-legal.com robyn@lsw-legal.com **FINKELSTEIN BLANKINSHIP FREI-PEARSON & GARBER, LLP** Todd Garber One North Broadway, Suite 900 White Plains, New York 10601 Phone: 914.298.3281 Fax: 914.824.1561 tgarber@fbfglaw.com	**Consolidated Case** **Case Number: 2024CV33283**

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Stephanie Freeman, Ryann Reddy and Holly Cook ("Plaintiffs" or "Representative Plaintiffs") and Defendant Sherr Putmann Akins Lamb PC ("Defendant") as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Colorado Rule of Civil Procedure 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS ____ day of _____, 2026,

ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' First Amended Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Class.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise noted, capitalized terms in this Order have the same meaning as set forth in the Settlement Agreement.

5. On _____ the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

6. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Colorado Rule of Civil Procedure 23(b)(3) and (e), for settlement purposes only, the Court certified the Settlement Class, defined as follows:

Settlement Class

All persons whose personal information was potentially compromised as a result of the Data Security Incident which occurred in or around August 2024.

The Settlement Class specifically excludes: (i) Defendant's officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes approximately 5,304 people.

7. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and certifies the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Colorado Rule of Civil Procedure 23.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Colorado Rule of Civil Procedure 23(e).

11. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

12. As of the final date of the Objection Period, _____ potential Settlement Class Members have submitted a valid Objection to the Settlement. All Settlement Class Members who

have not objected to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. Pursuant to the Settlement Agreement, Defendants, the Claims Administrator, and the Claims Referee shall implement the Settlement in the manner and time frame as set forth therein.

15. Pursuant to Settlement Agreement Section XIV and upon the Effective Date, Plaintiffs and Settlement Class Members shall have released all claims against Defendants and all Released Persons, as those persons and entities, Effective Date, and releases are defined in the Settlement Agreement.

16. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, trustees, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and

by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

17. The Court will issue a separate order on Plaintiff's motion for Fee Award and Costs and Service Awards.

18. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any

Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

19. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated nunc pro tunc, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

21. This Court shall retain and reserve jurisdiction over: (a) implementation of this Settlement; (b) 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 and conditions of the Settlement Agreement, including the exhibits appended thereto; (c) all Parties, for the purpose of enforcing and administering the Settlement; and (d) any purpose(s) necessary to protect its jurisdiction from any action, whether in state or federal court.

22. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

23. Upon the entry of this Final Approval Order, with the exception of the Parties' implementation of the Settlement and the approval process in this Action, all Participating Settlement Class Members shall be enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims. However, Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

24. In accordance with Colo. R. Civ. P. 23, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no justreason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

IT IS SO ORDERED this ____ day of _____, 2026

BY THE COURT:

_____
A. Bruce Jones
District Court Judge

Presented By:

Dated: June__, 2026
/s/____
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Dated: June__, 2026
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