EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KIMBERLY SUTTON, DAVID RAMIREZ, and TYLER BAKER, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

TED FOUNDATION, INC.,

Defendant.

Case No. 1:23-cv-09219-DEH

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiffs Kimberly Sutton, David Ramirez, and Tyler Baker ("Plaintiffs" or "Class Representatives"), on behalf of themselves and the Settlement Class (as defined herein) and (ii) Defendant TED Foundation, Inc. ("Defendant" or "TED"). Plaintiffs and Defendant are collectively referred to herein as the "Parties." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was filed on October 19, 2023, in the United States District Court for the Southern District of New York. ECF No. 1 (the "Action"). The material allegations of the complaint centered on Defendant's alleged disclosures of users' personally identifiable information (names, email addresses, videos viewed, and user IDs) to third-party service providers Leanplum, Mixpanel, and OpenWeb, without users' informed, written consent when users watched a video on the website TED.com or TED's iOS and Android mobile applications (the "TED Service"). *See id.* Plaintiffs alleged this conduct violated the Video Privacy Protection Act ("VPPA"), 18 U.S.C. § 2710. *See generally*, ECF No. 1.

B. On September 12, 2024, this Court dismissed the original complaint for failure to state a claim, but granted Plaintiffs leave to amend. *See* ECF No. 48. On October 14, 2024, Plaintiffs filed the first amended complaint. *See* ECF No. 51.

C. On January 27, 2026, the Court denied Defendant's motion to dismiss the first amended complaint. *See* ECF No. 91.

D. On February 20, 2026, the Court denied Defendant's motion to stay pending the Supreme Court's decision in *Salazar v. Paramount Global*, Case No. 25-459. *See* ECF No. 98. In the same Order, the Court also denied Defendant's motion for partial reconsideration. *See id.*

E. On April 21, 2026, the Parties filed a joint letter motion seeking a stay pending the Parties' May 29, 2026, mediation. *See* ECF No. 99. That same day, the Court granted the stay. *See* ECF No. 100.

F. On May 29, 2026, the Parties attended a mediation with Marc E. Isserles, Esq., which resulted in an agreement to resolve the Action. The Parties executed a Settlement Term Sheet.

G. The purpose of this Agreement is to settle and fully resolve the individual and class claims of Plaintiffs and Settlement Class Members (as defined herein).

H. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it engaged in the conduct alleged in the Action or committed, threatened, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant specifically denies that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that Plaintiffs have standing to bring their claims, that Plaintiffs' claims are meritorious, or that any claim asserted by Plaintiffs is suitable for class treatment other than for settlement purposes. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever. Further, Defendant's injunctive relief commitments herein are measures undertaken to enhance user consent and privacy, and shall not be construed as an admission that Defendant's prior practices were unlawful or non-compliant with the VPPA.

I. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and their counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and their counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and their counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Plaintiffs' counsel has concluded that the terms and conditions of this

Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

J. This Settlement Agreement is contingent upon the approval of class certification for settlement purposes only. Defendant expressly reserves its right to challenge the propriety of class certification for any other purpose, as well as the merits of the claims asserted in this Action, should the Court not approve the Settlement.

K. The Parties agree that should this Settlement Agreement not become final for any reason, nothing from this settlement process, including documents created or obtained from the settlement process and settlement administration, nor any reports or accounts thereof, shall be admissible evidence in this Action or used in any way contrary to Defendant's interests, Class Representatives' interests, or the Settlement Class's interests. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed or used in the Action or in any other action or proceeding as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

L. This Settlement Agreement contains all the agreements between the Class Representatives and Defendant and their respective counsel relating to the settlement of the Action. There are no undisclosed side agreements between the Parties or their counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representatives, the Settlement Class, and each of them, and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Sutton v. TED Foundation. Inc.*, Case No. 1:23-cv-09219-DEH, pending in the Southern District of New York.

1.2 "Approved Claim" means a Claim Form (as defined herein) submitted by a Settlement Class Member that:

(a) is completed and signed by the Settlement Class Member or person authorized by law to act on behalf of the Settlement Class Member;

(b) is submitted online or via U.S. Mail to the Settlement Administrator before the Claims Deadline;

(c) contains the email address of the Settlement Class Member;

(d) contains an attestation by the Settlement Class Member, under penalty of perjury, that he or she was (1) a TED account holder, (2) located in the United States, who (3) watched a pre-recorded video through the TED Service, (4) during the Class Period;

(e) is timely, as judged by the date of its online submission or postmark date; and

(f) is accepted by the Settlement Administrator and not successfully challenged.

1.3 "Claim Form" means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class

Members who wish to file a Claim as set forth in Section 2.1, shall be available in electronic format in the manner described below.

1.4 **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.5 **"Class Counsel"** means Bursor & Fisher, P.A.

1.6 **"Class Period"** means the period from October 19, 2021, to and including the date of Preliminary Approval.

1.7 **"Class Representatives"** means the named Plaintiffs in this Action, Kimberly Sutton, David Ramirez, and Tyler Baker.

1.8 **"Court"** means the District Court for the Southern District of New York, the Honorable Dale E. Ho presiding, or any judge who shall succeed him as the Judge in this Action.

1.9 **"Defendant"** means TED Foundation Inc.

1.10 **"Defendant's Counsel"** means Paul Hastings LLP.

1.11 **"Effective Date"** means the date ten (10) days after which all of the following events have been met and have occurred: (1) the Court has entered an order granting Final Approval of the Settlement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and (2) the Final Judgment becomes Final and is no longer subject to appeal or review.

1.12 **"Settlement Expenses and Fees Fund"** means no more than $700,000.00 USD, the total amount Defendant shall pay for settlement administration costs and expenses (such as the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing funds for Approved Claims, and related services) and Class Counsel's attorneys' fees and costs, as determined by the Court upon Final Approval of the settlement.

1.13 **"Final"** means one business day following the latest of the following events: (1) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment (as defined below) approving the Settlement Agreement; (2) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the amount of the Expenses and Fees Fund, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment 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 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 (3) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.14 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, including the Settlement Fund and the Expenses and Fees Fund, and the Service Awards to the Class Representatives.

1.15 **"Final Judgment"** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.16 **"Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process and Federal Rule of Civil Procedure 23, and is substantially in the form of **Exhibits B** and **C** hereto.

1.17 "Notice Date" means the date by which the Notice set forth in Section 4.1 is complete, which shall be no later than forty (40) days after Preliminary Approval.

1.18 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Settlement Expenses and Fees Fund are filed with the Court and posted to the settlement website described in Section 4.1(b), or such other date as ordered by the Court.

1.19 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.20 "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.21 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Class Representatives' motion for preliminary approval of the Agreement.

1.22 "Qualified Settlement Fund" means an account established by the Settlement Administrator and controlled by the Settlement Administrator subject to the terms of this Agreement and the Court's orders. The Qualified Settlement Fund is intended to be a "qualified settlement" fund within the meaning of Internal Revenue Code § 1468B and Treasury Regulation § 1.468B-1.

1.23 "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the action, the Video Privacy Protection Act ("VPPA"), 18 U.S.C. § 2710, and or other state, federal, local, statutory, or common law or any other law, rule, or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act regarding the alleged disclosure, use, interception, or transfer of information of or related to the Settlement Class Members, stemming from the use of the TED Service (as defined herein).

1.24 "Released Parties" means TED Foundation Inc., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.25 "Releasing Parties" means Plaintiffs and Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.26 "Service Award" means a separate payment from Defendant of $2,500.00 USD for each Class Representative or a lesser amount awarded by the Court as a service award payment and for resolution and release of the Class Representatives' claims against Defendant in this Action. The Service Awards shall not be deducted from the Settlement Fund.

1.27 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing funds for Approved Claims, and related services.

1.28 "Settlement Administrator" means a reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.29 "Settlement Class" means all persons in the United States from October 19, 2021 to the date of Preliminary Approval, who were TED account holders and watched a pre-recorded video on the TED Service, excluding (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; and (3) the legal representatives, successors, or assigns of any such excluded persons.

1.30 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid, timely request for exclusion from the class.

1.31 "Settlement Fund" means the total cash commitment of Defendant for purposes of paying Settlement Class Members their Approved Claims, as described in Section 2 of the Settlement Agreement, of no more than $350,000.00 USD, which shall be the maximum amount of money that Defendant shall be obligated to pay for the benefit of the Settlement Class under Section 2.1(b), inclusive of all Approved Claims.

1.32 "Settlement Website" means a website, referenced in Section 4(b) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Section 4(b).

1.33 "Settlement Payment" means the payment made to Settlement Class Members with Approved Claims from the Settlement Fund pursuant to the Settlement Agreement.

1.34 "TED Service" means the website TED.com or TED's iOS and Android mobile applications, or any other digital platform or application operated by Defendant where TED video content is available to be viewed by TED account holders.

1.35 "TED Membership Benefit" means two (2) free months of TED Membership available to Settlement Class Members as described in Section 2.1(a).

1.37 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

> GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. SETTLEMENT RELIEF AND CLAIMS PROCEDURE.

2.1 Relief to Settlement Class Members. Defendant will provide the following relief:

(a) If a Settlement Class Member does not submit a Claim Form, the Settlement Class Member shall, automatically and with no further action on their part, receive an email containing a "clickable" link allowing them to claim two free months of TED Membership, i.e., the TED Membership Benefit.

(b) If a Settlement Class Member submits a Claim Form and the Settlement Administrator determines that it is an Approved Claim, he or she may select to either (i) receive a cash payment of up to five dollars ($5.00 USD), subject to a *pro rata* reduction as set forth in Section 2.3, or (ii) a "donation" option, whereby a Settlement Class Member agrees to forgo receipt of a cash payment from the Settlement in favor of remitting their cash entitlement hereunder to TED Foundation Inc.

2.2 For the avoidance of doubt, the donation option is distinct from opting out, in that any Settlement Class Member who selects this option shall still be bound by the terms of the Settlement, including the release of the Released Claims.

2.3 The maximum cash consideration distributed to Settlement Class Members under Section 2.1(b) shall not exceed three-hundred and fifty thousand dollars ($350,000.00 USD). If more than three-hundred and fifty thousand dollars ($350,000.00 USD) are claimed under Section 2.1(b), the Settlement Administrator shall distribute the relief on a *pro rata* basis, reducing the value of the cash payments as necessary in order to comply with the maximum cash consideration.

2.4 Injunctive Relief. Defendant also commits to injunctive relief. Specifically, Defendant will, no later than thirty (30) days after the Effective Date of the Settlement, (a) present

U.S. account holders using the TED.com website whose event data will be transmitted to Open Web, with an affirmative, VPPA-compliant consent; and (b) cease the transmission of U.S. account holders' first and last names or e-mail addresses to Mixpanel and use reasonable efforts to discontinue the storage of existing such data within Mixpanel.[1]

2.5 Payment of Settlement Relief.

(a) Defendant shall pay $350,000.00 to the Qualified Settlement Fund within thirty (30) days of the Effective Date. This is separate from Defendant's obligation to pay Class Representatives their Service Awards as approved by the Court.

(b) The Settlement Administrator shall distribute payment to Settlement Class Members who submitted Approved Claims and are otherwise eligible to receive them under Sections 2.1(b) and 2.8 of the Settlement Agreement within sixty (60) days of the Effective Date.

(c) Within thirty (30) days of the Effective Date, the Settlement Administrator shall send to Defendant a list of Settlement Class Members who did not timely file a Claim Form or request for exclusion. Within sixty (60) days of the Effective Date, Defendant shall send an email with a "clickable" link to activate the TED Membership Benefit to all Settlement Class Members who did not timely file a Claim Form or request for exclusion. Such Settlement Class Members shall have sixty (60) days in which to activate the TED Membership Benefit.

(d) In the event the Settlement Administrator has not completed its review of the Claims Forms by the date upon which the relief is to be distributed, the Settlement

[1] Defendant has confirmed that it no longer employs the services of third-party Leanplum.

Administrator and Defendant will not be obligated to make any such payment or other relief available and the Parties will meet and confer to select an alternative timeline.

(e) To the extent that Settlement Class Members do not submit sufficient claims to exhaust the three-hundred and fifty thousand dollar ($350,000 USD) Settlement Fund, within one-hundred and twenty (120) days of the distribution of payment to Settlement Class Members who submitted Approved Claims as outlined in Section 2.5(b), any unclaimed funds shall, subject to Court approval, revert to Defendant.

2.6 **Claims Process**. Each Settlement Class Member will be entitled to submit a Claim Form for relief, consistent with this Section and as determined by the Court.

2.7 **Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.8 **Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine whether the Claim Form constitutes an Approved Claim eligible to receive relief outlined in Section 2.1(b). The Settlement Administrator will reject any Claim Form that does not satisfy the requirements of an Approved Claim. A Claim Form that is incomplete, deficient, or that in any way fails to satisfy the requirements of Section 1.2 above shall not entitle the person named in such Claim Form to relief under Section 2.1(b). The Settlement Administrator shall notify any Settlement Class Member that submits a deficient claim form and provide them with one notice of opportunity to cure any deficiencies by sending an email or letter describing the deficiency and informing the Settlement Class Member that he or she may correct the issue within twenty-one (21) days of the notice of the deficiency Claim Form. No subsequent notices of opportunity to cure any deficiencies shall be provided to any Settlement Class Member once they have received the one notice contemplated by this Section.

2.9 Method of Payment. Each Settlement Class Member who submits an Approved Claim who selects the option to receive a cash payment may elect to receive the payment via check, an emailed pre-paid debit card, Venmo, or PayPal, paid out of the Qualified Settlement Fund. Payment by emailed pre-paid debit card will be the default payment method in the event that a Settlement Class Member with an Approved Claim does not state a preferred method of payment.

2.10 Cash Payment from Fund. Cash payments for Approved Claims will be paid within sixty (60) days after the Effective Date from the Qualified Settlement Fund.

2.11 Cash Option – Uncleared Checks. Those Settlement Class Members with Approved Claims whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash payment under Section 2.1(b) and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. To the extent that any checks issued to a Settlement Class Member are not cashed within one-hundred eighty (180) days after the date of issuance, such unused funds shall be redistributed on a *pro rata* basis via the above-stated default method to all Settlement Class Members who used the funds during the initial distribution, but only to the extent each Settlement Class Member would receive a maximum of $5.00 and if otherwise feasible. In no event shall the amount Defendant pays in cash to said Settlement Class Members exceed three-hundred and fifty thousand dollars ($350,000.00 USD).

2.12 Taxes. Settlement Class Members that receive a Settlement Payment shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement. Class Counsel and Defendant make no representations, and have made no representations, as to the taxability of the relief to Class Representatives and the other Settlement Class Members. Settlement Class

Members, just like Class Counsel, the Class Representatives, and Defendant, are responsible for seeking their own tax advice at their own expense.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*. No later than thirty (30) days after Preliminary Approval, Defendant shall provide to the Settlement Administrator an electronic list from its records that includes the names and email addresses, to the extent available, belonging to Persons potentially within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information to the Settlement Administrator, consistent with the consent provisions of the VPPA. This electronic document shall be called the "Settlement Class List," and shall be provided exclusively to the Settlement

Administrator and shall not be disclosed to anyone else. The Settlement Administrator shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the settlement, and shall take reasonable measures to protect the information from any third-party disclosure, and shall comply with all applicable law in utilizing and maintaining such information. The Settlement Administrator shall not provide the Settlement Class List to Class Counsel. To the extent Class Counsel learns the identity of and/or email address of any Class Member(s) in connection with the settlement administration process, including but not limited to by Class Counsel being contacted by any Class Member(s) based on such Class Member(s) receiving Class Counsel's contact information on the Class Notice and/or Claim Form, Class Counsel shall not use that information for any purpose other than assisting Class Member(s) with the settlement administration process. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Notice of Settlement.* In the event the Court grants Preliminary Approval of this Settlement, Notice of this Settlement shall be provided in the following manner:

1. *Direct Notice and Reminder Notice.* Within forty (40) days of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Settlement Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. Seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Settlement Class List.

2. *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

(c) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorneys General of each U.S. state in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement. However, it shall be the responsibility of the Settlement Administrator to respond to all inquiries from Settlement Class Members with respect to this Settlement except to the extent inquiries are directed to Class Counsel. Class Counsel and Counsel for Defendant must both approve any FAQs or other materials the Settlement

Administrator may use to answer inquiries from Settlement Class Members and shall confer and assist the Settlement Administrator as it requests. All such FAQs and other communications to Settlement Class Members shall be consistent with the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from and/or object to the Settlement Agreement or any of its terms. The Notice shall also state that if a person who is part of the Settlement Class does not submit a request for exclusion, even if they do not submit a Claim, any and all claims against Defendant will be released. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (1) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system; and (2) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to identify his or her TED account; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the Objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (1) be bound by any orders or the Final Judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Agreement; or (4) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 No person shall purport to exercise any exclusion rights of any other person, or purport (1) to opt out Settlement Class Members as a group, aggregate, or class involving more than one Settlement Class Member; or (2) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported opt-outs shall be void and the person(s) that is or are the subject of such purported opt-out shall be treated as a Settlement Class Member.

4.7 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Section 4.1(b) is provided.

4.8 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file an Approved Claim Form shall only be entitled to the TED Membership Benefit pursuant to this Agreement and will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.9 The Parties shall have the right to review and approve the language of any form of Notice, any direct communications with the Settlement Class, and any information posted on the Settlement Website. The Parties shall further have the right to review and approve the publications the Notices will run on, including without limitation the name and internet address of the

Settlement Website. The Parties shall not unreasonably withhold approval of any aspect of the notice plan, including the form and content of various Notices.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Implement and distribute the Notice as approved by the Court;

(b) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the

Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(d) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(e) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(f) Resolve any deficiencies in Claim Forms submitted in accordance with Section 2.8;

(g) Distribute cash payments and remittances as directed by Settlement Class Members whom the Settlement Administrator determines have submitted an Approved Claim Form in compliance with Section 1.2;

(h) Establish and maintain the Settlement Website;

(i) Establish and maintain a post office box for opt outs and/or objections to the Settlement; and

(j) Perform additional duties as the Parties and/or Court may mutually direct.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 The Settlement Administrator is bound by the terms of this Settlement Agreement. In the event that an issue arises that the Settlement Administrator must resolve that is not specifically addressed in the Settlement Agreement or is ambiguously addressed, the Settlement Administrator shall report to the Parties' Counsel for guidance.

5.6 All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out.

5.7 Costs of Settlement Administration and Notice shall be paid by Class Counsel from the Settlement Expenses and Fees Fund. Defendant is not responsible for any payment to the Settlement Administrator related to the costs related to Settlement Administration and Notice.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Sections 9.1-9.2 below, Defendant or the Class Representatives on behalf of the Settlement Class shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this

Action in any material respect; (iv) the Final Approval Order and Judgment does not become final by reason of a higher court reversing Final Approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or (v) the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

6.2 The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the Service Awards set forth in Section 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

6.3 Defendant may unilaterally terminate this Settlement Agreement if more than five hundred (500) Settlement Class Members submit valid opt-outs. If Defendant elects to terminate this Settlement under this Section, Defendant must provide written notice to Class Counsel, by hand delivery, mail, or e-mail within ten (10) days of receiving notice of the occurrence of the condition permitting termination by the Settlement Administrator.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A**, **B**, and **C** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Class Representatives and all Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

8.1 Class Counsel may petition the Court to approve a Settlement Expenses and Fees Fund for the payment of settlement administration costs, attorneys' fees, and expenses of no more than $700,000.00 USD. Class Counsel agrees to accept an amount that is less than the above amount if a lesser amount is ordered by the Court.

8.2 The Class Representatives and Class Counsel understand and agree that any fee payments under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of the Class Representatives and Settlement Class Members in the Action. This is a material condition of this Agreement. Class Representatives and Class Counsel therefore hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified in the Settlement Agreement. Further, the Class Representatives and Class Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action.

8.3 As part of this Settlement Agreement, Defendant agrees not to oppose Class Counsel's petition for a Service Award of $2,500.00 USD for each Class Representative. In the event the Service Awards finally approved by the Court are less than the amount applied for, no other relief may be sought from the Court under this Agreement so as to increase the Service Award or make up some or all of the shortfall. For the avoidance of doubt, the Service Awards shall be in addition to the three-hundred fifty thousand dollars ($350,000 USD) in maximum consideration under Section 2.3.

8.4 Subject to the terms of this Settlement Agreement, within thirty (30) days of the Court's Final Approval Order approving the Settlement Expenses and Fees Fund and Service Awards, and subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit D**, and providing all payment routing information and tax I.D. numbers for Bursor & Fisher, P.A., Defendant shall pay an amount equal to the amount the Court awards for the Settlement Expenses and Fees Fund and for Service Awards into the Qualified Settlement Fund. Within forty (40) days of the Court's Final Approval Order, the Settlement Administrator shall pay the approved Settlement Expenses and Fees Fund and

Service Awards to Class Counsel from the Qualified Settlement Fund. Defendant has no obligation or duty whatsoever with respect to the distribution of such payments between the Class Representatives and Class Counsel.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

9.1 In the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.2 If this Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. LITIGATION STAY.

10.1 Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further litigation steps in the Action pending the issuance of a Final Approval Order and Judgment. In all meaningful regards, the Parties shall work together to stay all litigation matters to the extent that any action is required by the Court in the Action.

11. PUBLIC STATEMENTS.

11.1 Except as provided in this Settlement Agreement, neither Class Counsel, Class Representatives, nor Defendant shall issue any press release or shall otherwise initiate press coverage of the Settlement until six months after entry of the Final Approval Order, unless all Parties agree to the content of a formal press release; provided however, that (i) any such press releases or press coverage must be limited to only public information, with no disclosure of information that was disclosed or discussed as part of privileged and/or confidential settlement communications, and (ii) Defendant may generally respond to any publicity or community feedback regarding the Settlement prior to the entry of the Final Approval Order. Class Counsel may refer to the issuance of the Preliminary Approval Order or Final Approval Order on their firm's own website or social media. Neither Class Representatives, Class Counsel, Defendant, nor Defendant's counsel shall disparage any other Party regarding any issue related to this matter. This provision does not prevent any Party from making any disclosures or public statements required by law, or to its directors, managers, officers, employees, agents, representatives, contractual counterparties, and insurers as may be necessary.

12. MISCELLANEOUS PROVISIONS.

12.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure Final Approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Agreement.

12.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Class Representatives, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Class Representatives or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

12.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

12.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Class Representatives, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered, or received against Defendant, as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Class Representatives, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial;

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Class Representatives, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Class

Representatives' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount; and

(f) is inadmissible in evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms. Notwithstanding the foregoing, in order to support a defense or counterclaim based on principals of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file this Settlement Agreement in any action or proceeding that may be brought against them.

12.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.7 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

12.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

12.9 Except as otherwise provided herein, each Party shall bear its own costs.

12.10 Class Representatives represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

12.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Class Representatives and the Settlement Class (subject to Final Approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

12.12 The Parties agree that prior to the public court docket filing of the motion for preliminary approval, they will keep all terms of the Settlement confidential, unless and to the extent they otherwise agree to any disclosure. With respect to the terms of this Settlement, Class Counsel agrees not to make any statements or post on their website or in social media anything inconsistent with the class notice.

Nothing in this Section shall prevent the Parties from discussing the Settlement Agreement privately with any of the following: one another; the Court; Class Counsel; their attorneys, key business personnel (including affiliates); tax consultants, insurers, or reinsurers; spouses; or government agencies as necessary for reporting obligations.

12.13 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

12.14 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

12.15 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

12.16 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12.17 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

12.18 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

For Plaintiffs:

Yitzchak Kopel
Max S. Roberts
Victoria X. Zhou
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
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Telephone: (646) 837-7150
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For Defendant:

Carter C. Simpson (*pro hac vice*)
Ryan P. Phair (*pro hac vice*)
Emma J. Hutchison (*pro hac vice*)
PAUL HASTINGS LLP
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ryanphair@paulhastings.com
emmahutchison@paulhastings.com
Telephone: 1(202) 551-1753
Facsimile: 1(202) 551-0253

IT IS SO AGREED TO BY THE PARTIES:

Dated: July 9, 2026

KIMBERLY SUTTON

By: Kimberly Sutton (Jul 9, 2026 14:28:28 PDT)
Kimberly Sutton, individually and as representative of the Class

Dated: July 9, 2026

DAVID RAMIREZ

By: David Ramirez (Jul 9, 2026 17:25:47 EDT)
David Ramirez, individually and as representative of the Class

Dated: July 9, 2026

TYLER BAKER

By: Tyler Baker
Tyler Baker (Jul 9, 2026 17:38:50 EDT)
Tyler Baker, individually and as representative of the Class

Dated: 7/13/2026

TED FOUNDATION INC.

By: DocuSigned by: BE8BF097EF054C5...

Name: Nishat Ruiter

Title: General Counsel

IT IS SO STIPULATED BY COUNSEL:

Dated: July 9, 2026

BURSOR & FISHER, P.A.

By: Yitz Kopel
Yitzchak Kopel
Max S. Roberts
Victoria X. Zhou
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163

Class Counsel

Dated: 7/13/2026

PAUL HASTINGS LLP

By: Carter C Simpson

Carter C. Simpson (pro hac vice)
Ryan P. Phair (pro hac vice)
Emma J. Hutchison (pro hac vice)
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Attorneys for Defendant

EXHIBIT A

Sutton v. TED Foundation Inc.

In the United States District Court for the Southern District of New York

Case No. 1:23-cv-09219-DEH

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [________], or submitted online on or before [________].

Please read the full notice of this settlement (available at **[www.tedvppasettlement.com]**) carefully before filling out this Claim Form.

To be eligible to receive a cash payment of up to $5.00, subject to a *pro rata* reduction, or to participate in a "donation" option whereby your cash payment will be remitted as a donation to TED Foundation Inc., you must submit this completed Claim Form online or by mail:

ONLINE: File a Claim Form at **[www.tedvppasettlement.com]**.

MAIL: **[ADDRESS]**

PART ONE: CLAIMANT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME **LAST NAME**

STREET ADDRESS

CITY **STATE** **ZIP CODE**

EMAIL ADDRESS ASSOCIATED WITH YOUR TED ACCOUNT

PART TWO: PAYMENT SELECTION

You may be eligible to receive a cash payment if you were a TED account holder on TED.com or TED's iOS or Android mobile applications, and you watched a pre-recorded video in the United States between October 19, 2021, and [insert date of preliminary approval of the Settlement].

Please select **one** of the following payment or donation options:

Check ☐

Venmo ☐ Venmo Username: ____________________

PayPal ☐ PayPal Email: ______________________________________

Donation to TED* ☐

*By selecting the "donation" option, you agree to forgo receipt of a cash payment from the Settlement, and such funds will be remitted as a donation to TED Foundation Inc. TED Foundation Inc. is a registered 501(c)(3) private foundation. Please consult your tax advisor to determine the deductibility of your donation.

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that I had a TED account and accessed the TED website, mobile application, or digital application in the United States and watched a pre-recorded video between October 19, 2021, and the date of preliminary approval of the Settlement, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE	DATE

Please keep a copy of your Claim Form for your records.

EXHIBIT B

From: Administrator@tedvppasettlement.com
To: ClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Sutton v. TED Foundation Inc., Case No. 1:23-cv-09219-DEH
(United States District Court, Southern District of New York)

Our Records Indicate You Have a TED Account and May Be Entitled to a Payment From a Class Action Settlement.

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant TED Foundation Inc. ("TED" or "Defendant"), allegedly disclosed users' personally identifiable information to third-party service providers, without users' informed, written consent, in violation of the Video Privacy Protection Act ("VPPA"), 18 U.S.C. § 2710. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it engaged in any wrongful conduct or violated any law. Specifically, Defendant alleges that it never discloses account holders' names or email addresses together with their video views, and that all data stored with the third parties is encrypted and encoded prior to transmission, thus preventing it from being legible to the ordinary person as required under the VPPA. Defendant also argues that it employs the third-party software only for internal uses that are permitted under the VPPA's exception for transmissions that occur in the ordinary course of business. The Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members include all persons in the United States who, during the Class Period, were TED account holders and watched a pre-recorded video on the website TED.com or on TED's iOS and Android mobile applications. The Class Period is October 19, 2021, through [insert date of preliminary approval of the Settlement].

What Can I Get? Each Settlement Class Member will automatically receive two free months of TED Membership (the "TED Membership Benefit," estimated to have at least a $10.00 value), subject to their agreement to activate the TED Membership Benefit. However, each Settlement Class Member may instead file a Claim Form that will, if approved by the Settlement Administrator, entitle him or her the option to select in lieu of the TED Membership Benefit either:

(i) a cash payment for $5.00, subject to a *pro rata* reduction as explained below; or
(ii) a donation option, whereby a Settlement Class Member agrees that their cash payment from the Settlement will be remitted as a donation to TED Foundation Inc.*

For those Settlement Class Members who select the cash payment option, if approved by the Court, Defendant will make available up to $350,000.00 under the Settlement to pay all valid claims submitted by the Settlement Class. In no event shall the amount Defendant pays in cash to said Settlement Class Members exceed $350,000.00.

How Do I Get a Payment? If you want to get a cash payment or donate your cash payment to TED, you must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here]. Your cash payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [**exclusion deadline**]. If you exclude yourself, you cannot receive the TED Membership Benefit, cash payment, or donation option, but you keep any rights you may have to sue Defendant over the legal issues in the lawsuit. In the circumstance that you do not exclude yourself, you and/or your lawyer also have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [**objection deadline**]. Specific instructions about how to object to or exclude yourself from the Settlement are available at www.tedvppasettlement.com. If you file a claim or do nothing and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to Defendant's alleged disclosure, use, interception, or transfer of information to third parties will be released.

Who Represents Me? The Court has appointed the law firm of Bursor & Fisher, P.A., to represent the Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ .m. on [date] in Courtroom 905 at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives $2,500 each for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.tedvppasettlement.com, contact the settlement administrator at 1-[ ]-[___]-[___] or TED Settlement Administrator, [address], or contact Class Counsel at info@bursor.com.

* TED Foundation Inc. is a registered 501(c)(3) private foundation. Settlement Class Members who select the donation option are encouraged to consult their tax advisor to determine the deductibility of their donation.

EXHIBIT C

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Sutton v. TED Foundation Inc., Case No. 1:23-cv-09219-DEH

Our Records Indicate You Have a TED Account and May Be Entitled to a Payment From a Class Action Settlement.

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

- A settlement has been reached in a class action lawsuit against TED Foundation Inc. ("TED" or "Defendant"). The class action lawsuit claims that TED allegedly disclosed users' personally identifiable information to third-party service providers, without users' informed, written consent, in violation of the Video Privacy Protection Act ("VPPA"), 18 U.S.C. § 2710. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it engaged in any wrongful conduct or violated any law, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with continuing the case.

- You are included in the Settlement if you are a person in the United States who, between October 19, 2021 and [insert date of preliminary approval of the Settlement], was a TED account holder and watched a pre-recorded video on the website TED.com or on TED's iOS or Android mobile applications ("Settlement Class Member(s)").

- Persons included in the Settlement will be eligible to automatically receive two free months of TED Membership (the "TED Membership Benefit," estimated to have at least a $10.00 value), subject to their agreement to activate the TED Membership Benefit. However, each Settlement Class Member may instead file a Claim Form that will, if approved by the Settlement Administrator, entitle him or her the option to select in lieu of the TED Membership Benefit either (i) a cash payment for $5.00, subject to a *pro rata* reduction as explained below, or (ii) a donation option, whereby a Settlement Class Member agrees that their cash payment from the Settlement will be remitted as a donation to TED Foundation Inc. *See* Question 6 for details. For those Settlement Class Members who select the cash payment option, if approved by the Court, Defendant will make available up to $350,000.00 under the Settlement to pay all valid claims submitted by the Settlement Class (the "Settlement Fund"). In no event shall the amount Defendant pays in cash to said Settlement Class Members exceed $350,000.00.

- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will automatically receive the TED Membership Benefit (subject to your activation of the benefit). Selecting this option will give up your rights to sue Defendant about the claims in this case.
SUBMIT A CLAIM FORM BY [DATE]	By submitting a claim form, you will have the option to receive a cash payment or donate your cash payment to TED. Selecting this option will give up your rights to sue Defendant about the claims in this case.

EXCLUDE YOURSELF BY LETTER BY [DATE]	If you opt out of the settlement class, you will receive no benefits from the Settlement, but you will retain any rights you currently have to sue Defendant about the claims in this case.
OBJECT BY [DATE]	If you remain in the settlement class but don't like the Settlement, you can write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING ON [DATE]	If you remain in the settlement class and have objected to the Settlement, you can ask to speak in Court about your opinion of the Settlement.

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

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Dale E. Ho, of the United States District Court for the Southern District of New York, is overseeing this case. The case is *Sutton v. TED Foundation Inc.*, Case No. 1:23-cv-09219-DEH. The people who have sued are called the Plaintiffs. The Defendant is TED Foundation Inc.

2. What is a class action?

In a class action, one or more people called the class representative(s) (in this case, Kimberly Sutton, David Ramirez, and Tyler Baker) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Video Privacy Protection Act (the "VPPA"), 18 U.S.C. § 2710, by disclosing users' personally identifiable information (to third-party service providers, without users' informed, written consent, in violation of the Video Privacy Protection Act ("VPPA"), 18 U.S.C. § 2710. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant denies that it engaged in any wrongdoing or violated any law. Specifically, Defendant alleges that it never discloses account holders' names or email addresses together with their video views, and that all data stored with the Third Parties is encrypted and encoded prior to transmission, thus preventing it from being legible to the ordinary person as required under the VPPA. Defendant also argues that it employs the third-party software only for internal use and to operate its website and mobile applications, and that such usage is permitted under the VPPA's exception for transmissions that occur in the ordinary course of business. The Court has not determined who is right. Rather, the parties have agreed to settle the lawsuit as described in this Notice.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation. Moreover, Settlement Class Members are guaranteed relief that would otherwise be unassured by trial.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

all TED account holders, in the United States, who watched a pre-recorded video on the website ted.com or on TED's iOS and Android mobile applications between October 19, 2021 and [insert date of preliminary approval].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has agreed all Settlement Class Members shall automatically receive two free months of TED Membership (the "TED Membership Benefit," estimated to have at least a $10.00 value), subject to their agreement to activate the TED Membership Benefit. More information about what the TED Membership Benefit entails is available here. However, any Settlement Class Member shall have the option to instead select in lieu of the TED Membership Benefit either:

(i) a cash payment for $5.00, subject to a *pro rata* reduction as explained below; or

(ii) a "donation" option, whereby a Settlement Class Member agrees that their cash payment from the Settlement will not be required and such amount will be remitted as a donation to TED Foundation Inc.

The donation option is distinct from opting out, in that any Settlement Class Member who selects this option shall still be bound by the terms of the Settlement, including the release of claims. By selecting the donation option, Settlement Class Members agree to forgo receipt of a cash payment from the Settlement and such funds will be issued back as a donation to TED Foundation Inc. TED Foundation Inc. is a registered

501(c)(3) private foundation. Settlement Class Members are encouraged to consult their tax advisor to determine the deductibility of their donation.

For those Settlement Class Members that select the cash payment option, Defendant will pay up to a maximum of $350,000.00 through the Settlement Fund. If Settlement Class Members select either the cash payment or the donation option, they shall *not* receive the TED Membership Benefit.

Defendant also commits to the following injunctive relief: (1) it will present U.S. account holders whose event data will be transmitted to Open Web with an affirmative consent option; and (2) it will cease the transmission of U.S. account holders' first and last names or e-mail addresses to Mixpanel and use reasonable efforts to discontinue the storage of existing such data within Mixpanel. Defendant has confirmed that it no longer employs the services of third-party Leanplum.

7. How much will my payment be?

If you are member of the Settlement Class you shall automatically receive two free months of the TED Membership Benefit, estimated to have a $10.00 value. Alternatively, you may submit a Claim Form to receive (i) a $5.00 cash payment, subject to a *pro rata* (meaning equal) reduction as described below; or (ii) a donation option, whereby you agree to remit the cash payment as a donation to TED Foundation Inc. For those Settlement Class Members who select the cash payment option, in no event shall the amount Defendant pays in cash to said Settlement Class Members exceed $350,000.00. The amount of payment will depend on how many Settlement Class Members file valid claims. Each Settlement Class Member who files a valid claim will receive a proportionate share of the Settlement Fund. You can contact Class Counsel to inquire as to the number of claims filed. If Settlement Class Members select either the cash payment or the donation option, they shall *not* receive the TED Membership Benefit.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, 60 days after the Settlement has been finally approved and/or any appeals process is complete, eligible Settlement Class Members will automatically receive a link to activate the TED Membership Benefit or a cash payment, subject to approval of their filed claim by the Settlement Administrator. The cash payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued. If you elect to remit your cash payment in the form of a donation to TED, the donation will also be executed 60 days after the Settlement has been finally approved and/or any appeals process is complete.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and you want to get a cash payment or remit your cash payment in the form of a donation to TED, you **must** complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms can be found and submitted by clicking here [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download here [hyperlink].

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be "releasing" the Defendant and certain of its affiliates described in Sections 1 and 3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a claim or not, and regardless of whether you register an objection (*see* Question 17). The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you will automatically receive two free months of the TED Membership Benefit, subject to your activation of that benefit. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being released by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel shall be permitted to request an award of settlement administration costs, attorneys' fees, and expenses of no more than $700,000.00. Class Counsel shall also be permitted to request for the three Class Representatives an incentive award of no more than $2,500 each to be paid by Defendant. The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Sutton v. TED Foundation Inc.*, Case No. 1:23-cv-09219-DEH settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

TED Settlement
0000 Street
City, ST 00000

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement (*see* Question 10).

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits. You also will not be eligible for the TED Membership Benefit.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Sutton v. TED Foundation Inc.*, Case No. 1:23-cv-09219-DEH and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline].**

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

Court	Class Counsel	Defendant's Counsel
The Honorable Dale E. Ho Courtroom 905 Thurgood Marshall United States Courthouse 40 Foley Square, New York, NY 10007	Yitzchak Kopel Bursor & Fisher, P.A. 1330 Ave. of the Americas, Floor 32 New York, NY 10019	Carter C. Simpson Paul Hastings LLP 2050 M Street, N.W. Washington, DC 20036

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2026** in Courtroom 905 at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.tedvppasettlement.com] or call [xxx-xxx-xxxx]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. If you have elected to remain in the Settlement Class but object to the settlement, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Sutton v. TED Foundation, Inc.*, Case No. 1:23-cv-09219-DEH." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.tedvppasettlement.com. You may also write with questions to TED Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or contact Class Counsel at info@bursor.com, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT D

ACKNOWLEDGMENT & GUARANTEE

I, the undersigned, acknowledge and agree as follows on behalf of the firm of Bursor & Fisher, P.A. (the "Firm"):

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Sutton v. TED Foundation, Inc.* ("Settlement Agreement") and understand its terms. I represent and warrant that I am authorized to execute this agreement on the Firm's behalf and to bind the Firm to the obligations set forth herein, and I make this Acknowledgment & Guarantee on behalf of the Firm.

The undersigned understands and agrees that any amount received by the Firm pursuant to the Settlement Agreement is subject to repayment to TED Foundation, Inc. by the Firm in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the Parties, the Firm will reimburse to TED Foundation, Inc. all sums received by the Firm as attorneys' fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firm submit to the jurisdiction of the United States District Court for the Southern District of New York for the enforcement of, and any and all disputes relating to or arising out of, the reimbursement obligations set forth herein and the Settlement Agreement. The Firm agrees to pay TED Foundation, Inc. for reasonable attorneys' fees it incurs in enforcing the Acknowledgment & Guarantee.

The Firms further agree to indemnify, defend, and hold harmless, TED Foundation, Inc. and its attorneys from any and all claims and disputes of any kind relating to TED Foundation, Inc.'s payment of attorneys' fees to the Firm and/or other attorneys' fees for the Plaintiffs pursuant to the Settlement Agreement.

Date:______________

By:_________________________________
For: Bursor & Fisher, P.A.