UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

In re TRC Staffing Services, Inc. Data Breach Litigation	Case No. 1:24-cv-02398-VMC

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a staffing and personnel solutions company located in Atlanta, Georgia with locations in Florida, Georgia, Missouri, North Carolina, Ohio, and Pennsylvania.

2. On or about April 12, 2024, Defendant discovered that it was the victim of the Data Incident, which involved unauthorized access to Defendant's computer systems from on or about March 25, 2024 through on or about April 12, 2024.

3. Defendant undertook an investigation into the Data Incident which determined that the Data Incident may have resulted in unauthorized access to and/or acquisition of certain information contained on Defendant's computer systems.

4. On or about May 24, 2024, Defendant began sending notice letters to over 158,593 individuals advising them that their Private Information may have been impacted in the Data Incident.

5. Shortly thereafter, Plaintiffs filed separate suits against Defendant alleging causes

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

of action stemming from the Data Incident.

6. On July 29, 2024, the Court granted Plaintiffs' motion to consolidate the eleven (11) pending cases against Defendant stemming from the Data Incident. [ECF No. 10].

7. On September 27, 2024, the Court granted Plaintiffs Motion to Appoint Interim Co-Lead Counsel, and appointed Mariya Weekes and Terence R. Coates as Interim Co-Lead Counsel and Kristen T. Oliver as Interim Liasion Counsel. [ECF No. 10].

8. On November 11, 2024, Plaintiffs filed their Consolidated Class Action Complaint seeking a nationwide class of those impacted in the Data Incident alleging claims for negligence, negligence *per se*, breach of implied breach of contact, unjust enrichment, and statutory claims for violations of Georgia Statutes and declaratory judgment. [ECF No. 30].

9. On January 17, 2025, Defendant filed its motion to dismiss the Complaint, asserting that Plaintiffs lack Article III standing and fail to state a claim on each of their causes of action. [ECF No. 34].

10. On February 18, 2025, Plaintiffs filed their response in opposition to Defendant's motion to dismiss. [ECF 35,36].

11. On March 10, 2025, Defendant filed its reply in support of their motion to dismiss. [ECF No. 45].

12. On June 17, 2025, the Parties appeared before the Honorable Victoria M. Calvert for oral argument on Defendants Motion to Dismiss. [ECF 51].

13. On June 18, 2025 the Court issued an order granting in part and denying in part Defendants motion to dismiss. [ECF 52].

14. At that point, the Parties decided to conserve resources and explore resolution of the action. The Parties set a mediation with experienced class action mediator Jill Sperber.

15. In advance of mediation, the Parties exchanged informal discovery related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the states in which they resided on the date of the Data Incident, the categories of Private Information involved, and the security enhacements taken since the Data Incident to better protect its computer systesm for future data incidents. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

16. The mediation took place on April 28, 2026. After a full day of negotiations, the Parites did not reach a settlement in principle. They continued to work with the mediator over the following days, with the mediator submitting a mediator's proposal. The Parties accepted the mediator's proposa on May 1, 2026, resulting in a settlement in principle to resolve all claims on a classwide basis.

17. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

18. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of

this Agreement.

19. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses.

20. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

21. "**Action**" means the above-captioned action, *In re TRC Staffing Services, Inc. Data Breach Litigation*, Case No. 1:24-cv-02398-VMC (N.D. Ga.).

17. "**Agreement"** or **"Settlement**" or "**Settlement Agreement**" means this Settlement Agreement between Plaintiffs and Defendant.

18. "**Alternative Pro Rata Cash Payment**" means the alternative cash payment that Settlement Class Members may elect under the Settlement.

22. "**Application for Attorneys' Fees and Costs**" means the application made with the Motion for Final Approval seeking attorneys' fees and reimbursement for costs.

19. "**CAFA Notice**" means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

20. "**Cash Payment**" means a payment paid to Settlement Class Members who submit

a Valid Claim for either Monetary Losses or Lost Time, or Alternative Pro Rata Cash.

21. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefit(s).

22. "**Claim Form"** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified as necessary, subject to the Parties' approval.

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

24. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

25. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

26. **"Class Counsel**" means: Mariya Weekes of Milberg, PLLC and Terence Coates of Markovits, Stock & DeMarco, LLC.

27. "**Class List**" is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members' names and physical mailing addresses.

28. "**Class Representatives**" means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

29. "**Complaint**" means the Consolidated Class Action Complaint filed on November 11, 2024.

30. "**Court**" means the Northern District of Georgia, and the Judge(s) assigned to the Action.

31. "**Data Incident**" means the data security incident impacting Defendant's computer systems that took place between on or about March 24, 2024 through on or about April 12, 2024 and which may have resulted unauthorized access to or acquisition of Private Information of Settlement Class members.

32. "**Defendant**" means TRC Staffing Services, Inc.

33. "**Defendant's Counsel**" means John T. Mills, Joseph Salvo and Jessica Patterson of Gordon Rees Scully Mansukhani, LLP.

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

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

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

37. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

38. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for

Attorneys' Fees and Costs.

39. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the Fee and Costs Award.

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

41. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

42. "**Lost Time**" means time spent dealing with the Data Incident, for which Settlement Class Members may elect payment for under this Settlement.

43. "**Monetary Losses**" means documented out-of-pocket losses incurred by Settlement Class Members as a result of the Data Incident, for which Settlement Class Members may elect reimbursement for under the Settlement.

44. "**Motion for Final Approval**" means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

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

46. "**Net Settlement Fund**" means the amount of funds that remain in the Settlement Fund after funds are paid for or allocated for payment from the Settlement Fund for Settlement Administration Costs, Taxes and Tax-Related Expenses and any Fee and Costs Award as approved by the Court.

47. "**Non-Profit Residual Recipient**" means CyberSecurity Non-Profit, or another

non-profit organization(s) as approved by the Court.

48. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for Preliminary Approval.

49. "**Notice Deadline**" means the last day by which Notice must issue to the Settlement Class Members, which will occur at least forty-five (45) days before the initial scheduled Final Approval Hearing.

50. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice, and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

52. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement..

53. "**Opt-Out Deadline**" means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

54. "**Party**" means each of the Plaintiffs and Defendant, and "Parties" means Plaintiffs and Defendant collectively.

55. "**Plaintiffs**" means Nykeema Burke, Jacob Blosser, Tiffany R. Peintner, Ronkavis Young, Latoya Davis, Eli Hargett, Jeanine Keeys, and Adham Elebyany.

56. "**Private Information**" means, for purposes of this Agreement, some combination of Settlement Class members' personally identifiable information and/or protected health information, including but not limited to names and Social Security numbers.

57. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the

form attached hereto as ***Exhibit 1,*** that the Settlement Administrator may disseminate to Settlement Class members by mail.

58. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

59. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program.

60. "**Releases**" means the releases and waiver set forth in Section XIII of this Agreement.

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

security policies and practices as they relate to or arise from the Data Incident, and Defendant's maintenance or storage of Settlement Class members' Private Information as related to or arising from the Data Incident.

62. "**Released Parties**" means Defendant and each and every of Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees.

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

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

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

66. "**Settlement Administrator**" means Kroll Settlement Administration, LLC or Kroll.

67. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator incurred in the administration of this Settlement including, without limitation, all

expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Settlement Administration Costs also includes all reasonably third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

68. "**Settlement Class**" means all United States residents who were sent a Notice Letter by Defendant notifying them that their Private Information may have been compromised in the Data Breach. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

69. "**Settlement Class Member**" means any member of the Settlement Class who has not opted-out of the Settlement.

70. "**Settlement Class Member Benefit**" means the Cash Payments made available to Settlement Class Members to Claim in the Settlement.

71. "**Settlement Fund**" means the non-reversionary sum of One Million Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) to be paid by or on behalf of Defendant pursuant to Section V and VI herein, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Defendant and each entity which is controlled by, controlling, or under common control with Defendant and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors,

shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, vendors, managers, administrators, executors, and trustees, with respect to this Agreement and the settlement of this matter.

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

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

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

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

III. Settlement Fund

75. Within 15 days of entry of Preliminary Approval Order, Defendant shall fund or cause to be funded the initial portion of the Settlement Fund in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), which shall be deposited into the Escrow Account.

76. Within 15 days of the Effective Date, Defendant shall cause to be funded the remaining portion of the Settlement Fund in the Amount of One Million Four Hundred Fifty Thousand Dollars and Zero Cents ($1,450,000.00), which shall be deposited into the Escrow Account.

77. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account.

78. The Escrow Account shall earn a reasonable rate of interest and all interest earned on the Settlement Fund shall be for the benefit of the Settlement Class.

79. The Settlement Administrator, within the meaning of United States Treasury Reg. § 1.468B-l, shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Defendant, Defendant's insurers and reinsurers, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes or Tax-Related Expenses. The Escrow Account shall indemnify and hold Defendant,

Defendant's insurers and reinsurers, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification).

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

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

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

IV. Certification of the Settlement Class

83. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees, solely for purposes of the Settlement provided for in this Agreement and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt,

Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

84. When submitting a Valid Claim, Settlement Class Members must choose a Cash Payment for: (1) Monetary Losses and/or Lost Time; or (2) an Alternative Pro Rata Cash Payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Monetary Losses

Settlement Class Members may submit a claim for a Cash Payment for Monetary Losses under this section for up to Five Thousand Dollars and Zero Cents ($5,000.00) per Settlement Class Member upon presentment of Monetary Losses related to the Data Incident. Monetary Losses are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other misuse of a Settlement Class Member's personal information; (ii) costs incurred on or after March 25, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Monetary Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members who elect to submit a claim for reimbursement for Monetary Losses must provide to the Settlement Administrator the information required to evaluate the Claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Monetary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Monetary Losses if they have already been reimbursed for the same Monetary Losses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

The Settlement Administrator shall verify that each person who submits a Claim is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Monetary Losses reflects valid Monetary Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after March 25, 2024; and/or (ii) whether the Private Information used to commit identity theft or fraud consisted of the same type of Private Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

If a Settlement Class Member does not submit reasonable documentation supporting a Claim for Monetary Losses, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected an Alternative Pro Rata Cash Payment.

b. **Lost Time**

Settlement Class Members may submit a claim for a Cash Payment for Lost Time under this section for up to four (4) hours of Lost Time at Twenty Dollars and Zero Cents ($20.00) per hour per Settlement Class Member. Settlement Class Members who elect to submit a claim for reimbursement for Lost Time must provide to the Settlement Administrator the information required to evaluate the Claim, including: (1) the Settlement Class Member's name and current address; (2) a brief description of the action taken in response to the Data Incident; and (3) the time associated with each action.

The Settlement Administrator shall verify that each person who submits a Claim is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a Claim for Lost Time reflects valid Lost Time actually incurred as a result of the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

If a Settlement Class Member does not submit the requisite information under this Paragraph supporting a Claim for Lost Time, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the

Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected an Alternative Pro Rata Cash Payment.

c. **Alternate Pro Rata Cash**

As an alternative to submitting a Claim for reimbursement of Monetary Losses and/or Lost Time, Settlement Class Members may submit a Claim for an Alternative Pro Rata Cash Payment. The amount of the payment will be determined *pro rata* based on the amount remaining in the Net Settlement Fund following payment of Approved Claims for Monetary Losses and Lost Time. However, under no circumstances shall the amount of an Alternative Pro Rata Cash Payment exceed Two Hundred Dollars and Zero Cents ($200.00).

The Settlement Administrator shall verify that each person who submits a Claim is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their Claim for an Alternative Pro Rata Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Altenrative Pro Rata Cash Payment in lieu of a claim for Monetary Losses and/or Lost Time. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

VI. <u>Settlement Approval</u>

85. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Notices; (5) approve the procedures for Settlement

Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Kroll as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Mariya Weekes and Terence Coates as Class Counsel for settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

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

VI. <u>Settlement Administrator</u>

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

88. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

89. The Settlement Administrator's duties include the following:

a. Provide CAFA Notice;

b. Complete the Court-approved Notice Program by noticing the Settlement

Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

c. Establish and maintain the Settlement Fund and the Escrow Account;

d. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

e. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

f. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

g. Respond to any mailed Settlement Class Member inquiries;

h. Process all opt-out requests from the Settlement Class;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

k. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

l. Pay Fee and Costs Award, as approved by the Court, out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments to Settlement Class Members who have submitted Valid Claims have been properly distributed.

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

90. Defendant will provide the Settlement Administrator with the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

91. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice, and Long Form Notice approved by the Court.

92. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class members to opt-out of

the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. The Settlement Administrator shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

94. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a Request for Exclusion to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The Request for Exclusion must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not submit a timely and validly Request for Exclusion shall be bound by the terms of

this Agreement even if that Settlement Class Member does not submit a Valid Claim.

95. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid Requests for Exclusion.

96. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the name of the proceedings;

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

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

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

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

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

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

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

i. the number of times the objector, the objector's counsel and/or counsel's law firm has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

98. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to remail the Postcard Notice.

99. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

VIII. Claim Process and Disbursement of Cash Payments

100. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

101. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

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

103. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

104. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or

in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

the Claim unless Defendant and Class Counsel otherwise agree.

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

108. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

110. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration,

calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

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

112. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

113. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall require Settlement Class Members to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

114. In the event there are funds remaining in the Settlement Fund 150 days following distribution of Cash Payments to the Settlement Class Members, or 30 days after all reissued Cash Payments are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed to the Non-Profit Residual Recipient.

IX. Final Approval Order and Final Judgment

115. Plaintiffs shall file their Application for Attorneys' Fees and Costs, no later than 45 days before the original date set for the Final Approval Hearing. Plaintiffs shall file their Motion for Final Approval no later than 15 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees and Costs. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Fee and Costs Award

117. Class Counsel shall apply to the Court for a Fee and Costs Award of up to one-third of the Settlement Fund, plus reimbursement of Litigation Costs and Expenses. The Fee and Costs approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within fifteen (15) days of the Effective Date.

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

119. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Costs Award amongst Class Counsel and all other Plaintiffs' counsel and any other attorneys representing Plaintiffs. Defendants and their insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees, costs, and expenses.

XI. Releases

120. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

121. The Released Claims includes the release of Unknown Claims. "Unknwon Claims" means claims that could have been raised in the Action and/or related to the Released Claims and that Plaintiffs, any Settlement Class Member or any Releasing Party, do not know or suspect to exist which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code Section 1542, which provides:

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

Upon the Effective Date, each of the Releasing Parties shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11).

122. 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 the Release, but that it is their intention to fully, finally and forever settle and release the Released

Claims, including but not limited to any Unknown Claims that they may have, as that term is defined in this Paragraph.

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

124. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

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

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

XII. <u>Modification/Termination of Settlement</u>

127. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the

Court if such changes are consistent with the Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

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

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

130. Additionally, Defendant shall have the sole option to terminate this Agreement if more than one hundred (100) Settlement Class members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Paragraph within 10 days after the end of the Opt-Out Period and receipt of the list of Requests for Exclusion from the Settlement Administrator, or the option to terminate shall be considered waived.

131. In the event this Agreement is terminated or fails to become effective, then this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's Defendant's and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect;

and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved; any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purposes; and the terms and provisions of this Agreement shall not be used in this Action or in any other action or proceeding for any otherpurpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

132. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XIII. No Admission of Liability

133. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

134. Class Counsel believe the claims asserted in the Action have merit, and they have

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

135. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

XIV. Miscellaneous Provisions

138. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

139. ***Deadlines***. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference(s) to "days" in this Agreement shall refer to calendar days unless otherwise specified.

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

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

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

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

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

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

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

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

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

148. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF or DocuSign, AdobeSign or other electronic signature platform shall be deemed an original.

149. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation,

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

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

If to Plaintiffs or Class Counsel:

Mariya Weekes
MILBERG, PLLC
333 S.E. 2nd Avenue, Ste. 2000
Miami, FL 33131
mweekes@milberg.com

Terence R. Coates
MARKOVITS, STOCK & DEMARCO, LLC
119 East Court Street, Suite 530
Cincinnati, Ohio 45202
Telephone: (513) 651-3700
Facsimile: (513) 665-0219
tcoates@msdlegal.com

<u>**If to Defendant or Defendant's Counsel**</u>:

John T. Mills
GORDON REES SCULLY MANSUKHANI, LLP
One Battery Park Plaza, 28th Floor
New York, New York 10004
jtmills@grsm.com

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

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

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

153. ***Authority***. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

154. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

155. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in

addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

<u>**(signature page to follow)**</u>

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________ Dated: 07 / 10 / 2026
Nykeema Burke

______________________ Dated: ______________________
Jacob Blosser

______________________ Dated: ______________________
Tiffany R. Peintner

______________________ Dated: ______________________
Ronkavius Young

______________________ Dated: ______________________
Latoya Davis

______________________ Dated: ______________________
Eli Hargett

______________________ Dated: ______________________
Jeanine Keys

______________________ Dated: ______________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________________ Dated: ______________________
Nykeema Burke

Jacob Blosser (Jul 10, 2026 11:49:33 EDT)
______________________________ Dated: ______________________
Jacob Blosser

______________________________ Dated: ______________________
Tiffany R. Peintner

______________________________ Dated: ______________________
Ronkavius Young

______________________________ Dated: ______________________
Latoya Davis

______________________________ Dated: ______________________
Eli Hargett

______________________________ Dated: ______________________
Jeanine Keys

______________________________ Dated: ______________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________________ Dated: ______________________________
Nykeema Burke

______________________________ Dated: ______________________________
Jacob Blosser

Tiffany R Peintner Dated: 7/10/26
Tiffany R. Peintner

______________________________ Dated: ______________________________
Ronkavius Young

______________________________ Dated: ______________________________
Latoya Davis

______________________________ Dated: ______________________________
Eli Hargett

______________________________ Dated: ______________________________
Jeanine Keys

______________________________ Dated: ______________________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

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Nykeema Burke

_______________________________ Dated: _______________________________
Jacob Blosser

_______________________________ Dated: _______________________________
Tiffany R. Peintner

Ronkavius Young (Jul 10, 2026 10:59:13 PDT)
_______________________________ Dated: 07/10/2026
Ronkavius Young

_______________________________ Dated: _______________________________
Latoya Davis

_______________________________ Dated: _______________________________
Eli Hargett

_______________________________ Dated: _______________________________
Jeanine Keys

_______________________________ Dated: _______________________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

____________________________ Dated: __________________________
Nykeema Burke

____________________________ Dated: __________________________
Jacob Blosser

____________________________ Dated: __________________________
Tiffany R. Peintner

____________________________ Dated: __________________________
Ronkavius Young

____________________________ Dated: 07/14/2026
Latoya Davis

____________________________ Dated: __________________________
Eli Hargett

____________________________ Dated: __________________________
Jeanine Keys

____________________________ Dated: __________________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________________ Dated: ______________________________
Nykeema Burke

______________________________ Dated: ______________________________
Jacob Blosser

______________________________ Dated: ______________________________
Tiffany R. Peintner

______________________________ Dated: ______________________________
Ronkavius Young

______________________________ Dated: ______________________________
Latoya Davis

Eli Hargett Dated: 07/10/26
Eli Hargett

______________________________ Dated: ______________________________
Jeanine Keys

______________________________ Dated: ______________________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________________ Dated: ______________________________
Nykeema Burke

______________________________ Dated: ______________________________
Jacob Blosser

______________________________ Dated: ______________________________
Tiffany R. Peintner

______________________________ Dated: ______________________________
Ronkavius Young

______________________________ Dated: ______________________________
Latoya Davis

______________________________ Dated: ______________________________
Eli Hargett

Jeanine Keeys Dated: 07/17/2026
Jeanine Keeys

______________________________ Dated: ______________________________
Adam Elebyany

SIGNATURES OF THE PARTIES

PLAINTIFFS

______________________________ Dated: ______________________________
Nykeema Burke

______________________________ Dated: ______________________________
Jacob Blosser

______________________________ Dated: ______________________________
Tiffany R. Peintner

______________________________ Dated: ______________________________
Ronkavius Young

______________________________ Dated: ______________________________
Latoya Davis

______________________________ Dated: ______________________________
Eli Hargett

______________________________ Dated: ______________________________
Jeanine Keys

Adham (Jul 10, 2026 11:05:02 EDT) Dated: Jul 10, 2026
Adam Elebyany

CLASS COUNSEL

Mariya Weekes ______________________ Dated: July 13, 2026 ______________________
Mariya Weekes
MILBERG PLLC

Terence R. Coates ______________________ Dated: 7/13/2026 ______________________
Terence R. Coates
MAROVITS, STOCK & DEMARCO, LLC

TRC STAFFING SERVICES, INC.

______________________ Dated: ______________________
Name: ______________________
Title: ______________________

DEFENDANT'S COUNSEL (as to form only)

______________________ Dated: ______________________
John T. Mills
GORDON REES SCULLY MANSUKHANI, LLP

CLASS COUNSEL

______________________________ Dated: ____________________________

Mariya Weekes
MILBERG PLLC

______________________________ Dated: ____________________________

Terence R. Coates
MAROVITS, STOCK & DEMARCO, LLC

TRC STAFFING SERVICES, INC.

Signed by:
1A212B341E1...
Dated: July 13, 2026

Name: Allison Barnes
Title: SVP, Chief Human Resources Officer

DEFENDANT'S COUNSEL (as to form only)

DocuSigned by:
2EC00E5F4B0647B...
Dated: July 13, 2026

John T. Mills
GORDON REES SCULLY MANSUKHANI, LLP

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+10 days from Preliminary Approval
Defendant to pay $250,000 to Kroll to establish the Settlement Fund	+15 days from Preliminary Approval
Final Approval Hearing	+140 days after Preliminary Approval (at least)
Plaintiffs' Application for Attorneys' Fees and Costs	-45 days before Final Approval Hearing
Plaintiffs' Motion for Final Approval	-15 days before Final Approval Hearing
Claim Form Deadline	-14 days before Final Approval Hearing
Objection Deadline	-30 days before Final Approval Hearing
Opt-Out Deadline	-30 days before Final Approval Hearing
Final Approval	
Defendant to fund $1,450,000 into the Settlement Fund	+10 days after Final Approval Order
Effective Date	+30 days after Final Approval Order (assuming no appeal)
Defendant to fund $1,450,000 into the Settlement Fund	+15 days after Effective Date
Payment of Fee Award and Expenses	+15 days after Effective Date (assuming no appeal)
Distribution of Settlement Benefits	+30 days after Effective Date (assuming no appeal)