

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ROBERT KOCHER, JANE DOE, WILLIAM WOLF, SHANE FABIAN, PAUL HANDZA, PHILLIP BUTKUS, AND SUSAN ANDES,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

VECTOR SECURITY, INC.,

Defendant.

COURT OF COMMON PLEAS

ALLEGHENY COUNTY

CIVIL DIVISION

Case No. GD-26-002764

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”),¹ is entered into by and between Plaintiffs Robert Kocher, Jane Doe, William Wolf, Shane Fabian, Paul Handza, Phillip Butkus, and Susan Andes (collectively “Plaintiffs”), on behalf of themselves and the Settlement Class, on the one hand, and Defendant Vector Security, Inc. (“Vector” or “Defendant”) (collectively, the “Parties”), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court. This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in *Kocher et. al. v. Vector Security, Inc.*, Case No. GD-26-002764 (Pa. Com. Pl., Allegheny Cty.) (the “Action”).²

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

I. Recitals

1. Defendant is an electronic security company that offers services such as fire protection, video surveillance, and automation services to residential, commercial, and multisite customers throughout the United States and Canada.

2. Plaintiffs and Settlement Class Members are current and former Vector employees, family members of those employees, temporary personnel, customers, subcontractors, and authorized dealers of Vector.

3. Plaintiffs and the Settlement Class Members provided Vector with Private Information, including, but not limited to name, Social Security number, driver's license or state issued identification number, credit/debit card number with security/access code, tax identification number, medical information, and health insurance information.

4. Cyber-criminals gained unauthorized access to the Defendant's network in or around December 2024 including the Private Information of Plaintiffs and Settlement Class Members stored thereon (the "Data Incident").

5. On August 1, 2025, Defendant began notifying, by letter, individuals whose Private Information may have been impacted in the Data Incident.

6. As a result of the Data Incident, Plaintiffs individually commenced class action lawsuits against Defendant in the United States District Court for the Western District of Pennsylvania in August 2025, asserting claims arising out of the Data Incident.

7. The District Court granted Plaintiffs' motion to consolidate on September 18, 2025, and Plaintiffs filed their consolidated complaint on October 20, 2025.

8. Shortly thereafter, the Parties began discussing the possibility of early resolution and after several months of arm's length negotiations agreed upon the material terms of a settlement.

9. As part of that discussion, the Parties determined that jurisdiction was proper in this Court and dismissed the federal action on January 20, 2026.

10. The Parties now agree to settle the Action in its entirety, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their 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 similarly do not concede any of the allegations in the other complaints in the Related Actions), and disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for 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 sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

18. “Action” means the lawsuit entitled: *Robert Kocher, et al. v. Vector Security, Inc.*, Case No. GD-26-002764, filed in the Court of Common Pleas of Allegheny County, Pennsylvania.

19. “Alternative Cash Payment” means the Settlement Benefit consisting of a \$50.00 cash payment that Settlement Class Members may elect under Section IV herein.

20. “Application for Attorneys’ Fees, Costs, and Service Award” means the application to be filed, seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs and expenses.

21. “Cash Payment for Out-of-Pocket Losses” means the Settlement Benefit that Settlement Class Members, who incurred out-of-pocket losses, may elect under Section IV herein.

22. “Claim” means the submission of a Claim Form by a Claimant.

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

24. “Claim Form Deadline” means the deadline by which Settlement Class Members must submit a Claim Form for any Settlement Payment to which the Claimant is entitled, which shall be sixty (60) days after the Notice Date, or upon such other date as set by the Court in the Preliminary Approval Order.

25. “Claimant” means a Settlement Class member who submits a Claim Form.

26. “Class Counsel” means: Raina Borrelli of Strauss Borrelli, PLLC, and Mariya K.

Weekes of Milberg, PLLC.

27. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records, and do so within seven (7) days of entry of the Preliminary Approval Order. The Class List shall include the Settlement Class’s names and postal address.

28. “Class Representatives” means Plaintiffs.

29. “Complaint” means the Class Action Complaint filed in the Action on March 11, 2026.

30. “Court” means the Court of Common Pleas of Allegheny County, Pennsylvania and the Judge(s) assigned to the Action.

31. “Credit Monitoring” means the Settlement Benefit consisting of CyEx 1 year Financial Shield Complete Credit Monitoring which Settlement Class Members may claim pursuant to Section IV of this Agreement.

32. “Data Incident” means the cyberattack on Defendant’s network in which an unauthorized third party potentially gained access to Settlement Class Members’ Private Information in or about December 2024.

33. “Defendant” means Vector Security, Inc. (“Vector”).

34. “Defendant’s Counsel” means Kyle D. Black and Jennifer Oliver of Buchanan, Ingersoll, & Rooney.

35. “Effective Date” means (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been taken or, if such an appeal or request for

permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; or the Court following resolution of the appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

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

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, Costs and Service Award.

39. "Final Approval Order and Judgment" means the final order and separate Final Judgment that the Court enters granting Final Approval of the Settlement, in the form of or materially in the form of the proposed Final Approval Order and Judgment, which will be submitted with the motion seeking Final Approval of the Settlement. The Final Approval Order

also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel.

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

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

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

43. "Notice" means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

44. "Notice Date" means forty-five (45) days following entry of the Preliminary Approval Order, by which date the Settlement Administrator shall commence the Notice Program provided herein.

45. "Notice Program" means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line.

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

47. "Objection Deadline" means the deadline by which any Settlement Class Member seeking to object to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, Distribution Plan, the Final Approval Order and Judgment, the application for

attorneys' fees and expenses, or the Service Awards, or making a request to be heard and appear, in person or by his or her attorney, at the Fairness Hearing and present evidence or argument that may be proper and relevant must file a written, signed objection or request to be heard with the Court and serve on the Parties' Counsel, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

48. "Opt-Out Deadline" means the deadline by which any Settlement Class Member requesting to be excluded (i.e., opt out) from the Settlement Class must submit a written exclusion request, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

49. "Out-of-Pocket Losses" are documented unreimbursed costs or expenditures incurred by a Settling Class Member that are fairly traceable to the Data Incident. Out-of-Pocket Losses may include, without limitation, the following costs but only to the extent that these costs are determined by the Settlement Administrator to be more likely than not related to the Data Incident: (1) unreimbursed costs, expenses, losses, or charges incurred within 30 days of December 31, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (2) costs incurred within 30 days of December 31, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred within 30 days of December 31, 2024, related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred within 30 days of December 31, 2024, through the date the Court enters the Preliminary

Approval Order; (5) time spent within 30 days of December 31, 2024, trying to prevent and redress misuse of Private Information, including monitoring financial or other accounts, researching the Data Incident, researching credit and identity theft monitoring options and/or communicating with financial or other institutions, or taking other actions reasonably related to or in response to receipt of Defendant's notice concerning the Data Incident and (6) other documented losses incurred by a Class Member that are fairly traceable to the Data Incident by the Claims Administrator.

50. "Party" means Plaintiffs or the Defendant, and "Parties" means Plaintiffs and Defendant collectively.

51. "Plaintiffs" means Robert Kocher, Jane Doe, William Wolf, Shane Fabian, Paul Handza, Phillip Butkus, and Susan Andes.

52. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached as **Exhibit C**, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

53. "Preliminary Approval" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

54. "Preliminary Approval Order" means the order preliminarily approving the Settlement and dissemination of the proposed Notice Program, substantially in the form attached as **Exhibit D**.

55. "Private Information" means Settlement Class Members' information that may have been accessible in the Data Incident, which may include, but is not limited to: their name, Social Security number, driver's license or state issued identification number, credit/debit card number with security/access code, tax identification number, medical information, and health

insurance information.

56. “Releases” means the releases and waiver set forth in Section XI of this Agreement.

57. “Released Claims” means the claims described in Section XI of this Agreement.

“Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers and reinsurers (including their third-party administrators), members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

58. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiffs and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiffs and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees,

administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

59. “Service Award” shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

60. “Settlement Administrator” means Simpluris.

61. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

62. “Settlement Benefits” means the forms of relief provided by this Settlement as described in Section IV, which will be available to those Settlement Class Members who file Valid Claims.

63. “Settlement Class” means all natural persons in the United States who were notified by Defendant that their Private Information was potentially compromised as a result of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court’s immediate family, and Court staff.

64. “Settlement Class Member” or “Class Member” means any member of the Settlement Class who has not opted-out of the Settlement.

65. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs and Service Award, and Final Approval Order, as well as other documents

that the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

66. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

67. Plaintiffs shall propose and recommend 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 Action shall proceed as a settlement 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. This Agreement or any negotiations leading to this Agreement shall not be referenced in support of any subsequent motion for class certification of any class in the Action, or as supporting any argument that the claims asserted herein are appropriate for treatment on a class wide basis.

IV. Settlement Consideration

68. Under this Agreement Defendant shall pay or cause to be paid (1) Settlement Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Award awarded to the Class Representative; (3) any attorneys' fees and costs awarded to Class Counsel; (4) all Notice costs and Settlement Administration Costs of no more than \$60,000; and (5) taxes.

69. When submitting a Claim for a Settlement Benefit, Settlement Class Members must choose either a Cash Payment for Out-of-Pocket Losses or an Alternative Cash Payment. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Benefit.

a. Cash Payment for Out-of-Pocket Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident and time spent dealing with it. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment for Out-of-Pocket Losses on the Claim Form attesting, under penalty of perjury, to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident. Settlement Class Members may submit a claim for up to three (3) hours of lost time spent dealing with the Data Incident at \$20/hour. To submit a claim for lost time, Settlement Class Members must provide a sworn check-box attestation, under penalty of perjury, that the time claimed was spent dealing with the aftermath of the Data Incident. If a Settlement Class Member does not submit reasonable documentation supporting a loss and/or attestation for their lost time, or if their Claim is deemed to be incomplete by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim,

the Claim will be rejected for a documented loss payment and the Settlement Administrator shall have the discretion to treat the Settlement Class Member's claim as if he or she elected an Alternative Cash Payment..

b. Alternative Cash Payment

As an alternative to a Cash Payment for Out-of-Pocket Losses above, a Settlement Class Member may elect to receive an Alternative Cash Payment for \$50.00. The value of all Valid Claims for Alternative Cash Payments may not exceed \$185,000. In the event that Valid Claims for Alternative Cash Payments exceed \$185,000, payments will be subject to a decrease on a *pro rata* basis.

c. Credit Monitoring

In addition to claiming a Cash Payment for Out-of-Pocket Losses or an Alternative Cash Payment, Settlement Class Members may also claim Credit Monitoring which will consist of CyEx 1 year Financial Shield Complete Credit Monitoring.

d. Business Practice Changes

As a result of the Data Incident and this Action, Defendant has agreed to provide a confidential declaration on changes and improvements made to its computer systems and internal security protocols designed to enhance the protection of the Private Information belonging to the Settlement Class, including the cost associated with those changes and improvements. The declaration shall be filed under seal to the extent it contains non-public details; however, Plaintiffs may publicly disclose the estimated total cost of such improvements.

V. Settlement Approval

70. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary

Approval Order also shall be attached to the motion in a form agreed to by Class Counsel and Defendant.

71. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

73. Defendant shall be responsible for all costs of Notice and settlement administration. For avoidance of doubt, except to the extent set forth in Section VI(22) above, Plaintiffs, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

74. 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, and distributing the Settlement Benefits to Settlement Class Members who submit Valid Claims.

75. The Settlement Administrator's duties include:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit a Valid Claim;

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

c. Establish and maintain the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

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

e. Respond to any mailed Settlement Class Member inquiries;

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

g. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices 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;

h. 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 individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Distribute Settlement Benefits to Settlement Class Members that submitted Valid Claims;
- j. Distribute Court-approved attorneys' fees and costs, and Service Award;
- k. Distribute Settlement Administration Costs; and
- l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, or the Court, including, but not limited to, verifying that the Settlement Benefits have been properly distributed.

76. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

VII. Notice to the Settlement Class

77. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than seven (7) days after entry of the Preliminary Approval Order.

78. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses. Notice shall also be published on the Settlement Website.

79. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Defendant.

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

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

82. **Opt-Outs:** The Long Form Notice also shall include a procedure for individuals in

the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be in writing and must identify the case name “*Kocher v. Vector Security, Inc.*” be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

83. **Objections:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, 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 last day of the

Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear 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. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; 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.

85. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. At the direction and discretion of Class Counsel, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. If Class Counsel elects re-mailing, then no later than forty-five (45) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have

been mailed.

86. The Notice Program shall be completed no later than forty-five (45) days before the original date set for the Final Approval Hearing.

VIII. Claim Form Process and Disbursement of Settlement Benefits

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

88. 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.

89. 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.

90. 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.

91. 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.

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

the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

a. The Settlement Administrator shall have thirty (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.

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

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

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

96. The Settlement Administrator shall distribute the Settlement Benefits no later than

thirty (30) days after the Effective Date.

97. Settlement Benefits to Settlement Class Members will be paid electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have one hundred eighty (180) days to negotiate the check.

IX. Final Approval Order and Final Judgment

98. Plaintiffs shall file their Motion for Final Approval of the Settlement twenty-one (21) days before the original date set for the Final Approval Hearing. Plaintiffs shall file their Application for Attorneys' Fees, Costs, and Service Award no later than fourteen (14) days before the Objection Deadline and Opt-out Deadline. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released

Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties 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; 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. Service Award, Attorneys' Fees and Costs

100. **Service Award** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$5,000.00 each. If approved, the Service Awards shall be paid not later than ten (10) days after the Effective Date. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Benefits provided for in this Agreement.

101. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$250,000.00. The attorneys' fees and cost awards approved by the Court shall be paid not later than ten (10) days after the Effective Date by the Settlement Administrator by wire transfer to an account designated by Class Counsel. Plaintiffs will file an Application for Attorneys' Fees and Costs (and Service Award) no later than fourteen (14) days before the Objection Deadline and Opt-Out Deadline.

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

XI. Releases

103. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint.

104. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

105. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

106. With respect to the Released Claims, Plaintiffs and Settlement Class Members

understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

107. As of the Effective Date, Plaintiffs and Settlement Class Members shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in the Action. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Settlement Benefit from the Settlement. In accordance with this, the Releasing Parties agree they shall have released any and all Released Claims, including unknown claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 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

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI 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.

110. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

111. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Deadline, or the option to terminate shall be considered waived.

112. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

113. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant.

XIII. Effect of Termination

114. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, 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. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

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

117. 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 informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

118. 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.

119. 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 Plaintiff or the Settlement Class, 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.

120. In addition to any other defenses Defendant 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.

XV. Miscellaneous Provisions

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

122. 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.

123. 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.

124. 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.

125. 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 set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

126. 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.

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

128. 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.

129. 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. This Settlement Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

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

If to Plaintiff or Class Counsel:

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

Mariya Weekes
MILBERG PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Jennifer M. Oliver
Buchanan Ingersoll & Rooney LLP
600 W. Broadway, Suite 1100
San Diego CA 92101
jennifer.oliver@bipc.com

Kyle Black
Buchanan Ingersoll & Rooney PC
501 Grant Street, Suite 200
Pittsburgh, PA 15219
kyle.black@bipc.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.

131. 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.

132. 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.

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

134. Agreement Mutually Prepared. Neither Plaintiff 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.

135. 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 counsel, consultants, and/or 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.

136. 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.

Signature Page to Follow

CLASS COUNSEL

Raina Borrelli

RAINA BORRELLI
STRAUSS BORRELLI, PLLC

Mariya Weekes

MARIYA WEEKES
MILBERG, PLLC

COUNSEL FOR VECTOR SECURITY, INC.

JENNIFER M. OLIVER
BUCHANAN, INGERSOLL & ROONEY LLP

— EXHIBIT A —

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Kocher et. al. v. Vector Security, Inc.
Case No. [GD-26-002764]
Court of Common Pleas of Allegheny County, Pennsylvania

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class¹ this way: “All natural persons in the United States who were notified by the Defendant that their Private Information was potentially compromised as a result of the Data Incident.”

Excluded from the Settlement Class are: (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court’s immediate family, and Court staff.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

CASH PAYMENT OPTIONS

Cash Payment for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,000.00**. The losses must have occurred between December 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit

¹ For the definition of capitalized terms please refer to the Settlement Agreement available on the settlement website below.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
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[Claims Deadline]

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DATA INCIDENT SETTLEMENT CLAIM FORM

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[Claims Deadline]

- cost to replace your IDs
- postage to contact banks by mail

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

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

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

You must attest that the time claimed was spent as a result of the Data Incident.

This payment counts toward the \$2,000.00 cap on Cash Payments for Out-of-Pocket Losses.

Alternative Cash Payment. Instead of any other cash payment option, you may claim a one-time cash payment. This payment is expected to be **\$50.00**, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is a cap of \$185,000.00 on the Alternative Cash Payments. This means that if the total value for Alternative Cash Payments is over \$185,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$185,000.00.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Vector Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Your claim must
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[Claims Deadline]**

Kocher et. al. v. Vector Security, Inc.
Case No. [GD-26-002764]
Court of Common Pleas of Allegheny County, Pennsylvania

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
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postmarked by:
[Claims Deadline]**

www.[SettlementWebsite].com

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

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

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit **www.[SettlementWebsite].com**

Your claim must
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online or
postmarked by:
[Claims Deadline]

Kocher et. al. v. Vector Security, Inc.
Case No. [GD-26-002764]
Court of Common Pleas of Allegheny County, Pennsylvania

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in one year of Credit Monitoring from CyEx Financial Shield Complete.

III. CASH PAYMENT FOR OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,000.00.

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

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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Your claim must
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postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

IV. LOST TIME

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

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$50.00 *pro rata* cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.

VI. PAYMENT SELECTION

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

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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postmarked by:
[Claims Deadline]

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DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kocher et. al. v. Vector Security, Inc.

Case No. GD-26-002764

Court of Common Pleas of Allegheny County, Pennsylvania

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2024 VECTOR SECURITY, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Vector Security, Inc. (“Vector” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Vector's computer systems that occurred in December 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; driver's license or state issued identification number; credit/debit card number with security/access code; tax identification number; medical information; and health insurance information.
- The lawsuit is called *Kocher et. al. v. Vector Security, Inc.*, Case No. GD-26-002764. It is pending in the Court of Common Pleas of Allegheny County, Pennsylvania (the “Litigation”).
- Vector denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Vector's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Vector.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Kocher et. al. v. Vector Security, Inc.*, Case No. GD-26-002764. It is pending in the Court of Common Pleas of Allegheny County, Pennsylvania. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Vector Security, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted cyberattack on Vector's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as name; Social Security number; driver's license or state issued identification number; credit/debit card number with security/access code; tax identification number; medical information; and health insurance information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are Robert Kocher; Jane Doe, William Wolf; Shane Fabian; Paul Handza; Phillip Butkus; and Susan Andes. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All natural persons in the United States who were notified by the Defendant that their Private Information was potentially compromised as a result of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court’s immediate family, and Court staff.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Vector Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

CASH PAYMENT OPTIONS

Cash Payment for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,000.00**. The losses must have occurred between December 2024 and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

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

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

You must attest that the time claimed was spent as a result of the Data Incident.

This payment counts toward the \$2,000.00 cap on Cash Payments for Out-of-Pocket Losses.

Alternative Cash Payment. Instead of any other cash payment option, you may claim a one-time cash payment. This payment is expected to be **\$50.00**, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is a cap of \$185,000.00 on the Alternative Cash Payments. This means that if the total value for Alternative Cash Payments is over \$185,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$185,000.00.

Finally, Defendant has confirmed that it has made changes and improvements to its computer systems and internal security protocols designed to enhance the protection of the Private Information belonging to the Settlement Class.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Vector Data Incident Settlement

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina Borrelli of Strauss Borelli, PLLC, and Mariya K. Weekes of Milberg, PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$250,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Vector.

Class Counsel will also ask for Service Award payments of \$5,000.00 for each of the Class Representatives. Service Award payments will also be paid by Vector.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Kocher et. al. v. Vector Security, Inc.*, Case No. GD-26-002764, pending in the Court of Common Pleas of Allegheny County, Pennsylvania;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Kocher et. al. v. Vector Security, Inc.*, Case No. GD-26-002764 pending in the Court of Common Pleas of Allegheny County, Pennsylvania;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) all agreements that relate to the objection or the process of objecting, whether written or oral, between you or your lawyer and any other person or entity;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court 436 Grant St. Pittsburgh, PA 15219	Vector Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Raina Borrelli STRAUSS BORRELLI, PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Jennifer M. Oliver Buchanan Ingersoll & Rooney LLP 600 W. Broadway, Suite 1100 San Diego CA 92101

Mariya Weekes
MILBERG PLLC
333 SE 2nd Avenue
Suite 2000
Miami, FL, 33131

Kyle Black
Buchanan Ingersoll & Rooney PC
501 Grant Street, Suite 200
Pittsburgh, PA 15219

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Court of Common Pleas of Allegheny County, Pennsylvania, at 436 Grant St, Pittsburgh, PA 15219.

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

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Vector Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, 436 Grant St, Pittsburgh, PA 15219.

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

— EXHIBIT C —

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

Kocher et. al. v. Vector Security, Inc.
Case No. GD-26-002764

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE DECEMBER 2024
VECTOR SECURITY, INC. DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Vector Security, Inc. ("Vector") in a class action lawsuit ("Settlement"). The case is about the December 2024 cyberattack on Vector's computers (the "Data Incident"). Files containing private information were accessed. Vector denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All natural persons in the United States who were notified by the Defendant that their Private Information was potentially compromised as a result of the Data Incident."

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

What are the Settlement benefits?

You can claim one year of **Credit Monitoring** and one or more of the **cash payment** options.

If you have documented losses you can get back up to **\$2,000** for out-of-pocket expenses. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to three hours (up to **\$60**).

*Instead of any other cash payment option, you can get a one-time **\$50** payment.*

Full details and instructions are available online.

How do I receive a benefit?

File all of your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I don't want to participate in the Settlement?

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

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **436 Grant St, Pittsburgh, PA 15219** to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and \$5,000 for each of the 7 named class representative Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com

— EXHIBIT D —

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ROBERT KOCHER, JANE DOE, WILLIAM WOLF, SHANE FABIAN, PAUL HANDZA, PHILLIP BUTKUS, AND SUSAN ANDES,
individually and on behalf of all others similarly situated,

Plaintiffs

v.

VECTOR SECURITY, INC.,

Defendant.

COURT OF COMMON PLEAS

ALLEGHENY COUNTY

CIVIL DIVISION

Case No. GD-26-002764

[PROPOSED] ORDER

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Doc. No. __) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs Robert Kocher, Jane Doe, William Wolf, Shane Fabian, Paul Handza, Phillip Butkus, and Susan Andes (“Plaintiffs”) and Vector Security, Inc. (“Defendant” or “Vector”) (together, the “Parties”), with accompanying exhibits attached as Exhibit 1 to Plaintiffs’ Memorandum of Law in Support of the Motion (the “Settlement Agreement”).¹

Having fully considered the issue; the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All natural persons in the United States who were notified by Defendant that their Private Information was potentially compromised as a result of the Data Incident.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

Pursuant to 231 Pa. Code § 1714, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of 231 Pa. Code § 1700. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical, and the Settlement Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiffs Robert Kocher, Jane Doe, William Wolf, Shane Fabian, Paul Handza, Phillip Butkus, and Susan Andes will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Raina C. Borrelli of Strauss Borrelli PLLC and Mariya K. Weekes of Milberg, PLLC will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by 231 Pa. Code § 1700 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 42 Pa. C.S.A. § 931 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 231 Pa. Code § 2179.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation with agreement by the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including 231 Pa. Code § 1700; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the

Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Vector have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment

or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Settlement Class List To Settlement Administrator	Within seven (7) days of entry of the Preliminary Approval Order
Deadline For Settlement Administrator To Issue Notice to Settlement Class Members	No later than forty-five (45) days after entry of the Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At least fourteen (14) days before the Opt-Out and Objection Deadlines
Opt-Out/Objection Date Deadlines	Sixty (60) days after the Notice Deadline
Settlement Administrator Provides Parties With List Of Timely, Valid Opt-Outs	Within seven (7) days after the Opt-Out Deadline
Settlement Administrator Provides Parties With List Of Timely, Valid Objections	Within seven (7) days after the Objection Deadline
Claims Form Deadline	Sixty (60) days after the Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At least twenty-one (21) days prior To Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

IT IS SO ORDERED

Date

Judge

Title	Vector Security Settlement Agreement
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