# Exhibit A

# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Settlement Agreement") is made and entered into as of August 13, 2026 by and between Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens (collectively, "Plaintiffs" or "Class Representatives"), individually and as representatives of the Settlement Class (as defined below), and Defendant Warner Music Group Corp. ("Warner"). Plaintiffs and Warner collectively are referred to herein as the "Parties," or, individually, as a "Party."

## DEFINITIONS

As used herein, the following terms have the meanings set forth below:

A. "Action" means the consolidated litigation entitled *In re: Warner Music Group Data Breach Litigation*, No. 1:20-cv-07473-PGG, filed in the United States District Court for the Southern District of New York (the "Court"), and the related actions against Warner that were ultimately consolidated into that litigation.

B. "Attorneys' Fee and Expense Payment" means the amount of attorneys' fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.

C. "California Subclass" means all members of the Settlement Class who were residents of the State of California between April 25, 2020 and August 5, 2020, and who made payment card purchases on Warner's e-commerce websites during that time period.

D. "California Subclass Members" means all members of the California Subclass other than those persons who validly request exclusion from the California Subclass and Settlement Class as set forth in Section 6 of this Agreement.

E. "Claims Deadline" means the postmark and/or online submission deadline for submitting a valid Claim Form, which shall be one hundred twenty (120) calendar days after the Notice Date.

F. "Claim Form" means the form for Settlement Class Members to make a claim, substantially in the form of Exhibit A. The Claim Form will require Settlement Class Members to provide the following information with a personal attestation that the information they have provided is true to the best of their knowledge: (i) full legal name; (ii) current mailing address, email address, and phone number associated with the individual submitting the form; (iii) for California Subclass Members, the mailing address within the State of California associated with an online purchase during the relevant period; and (iv) information specified by the Settlement Administrator sufficient to make a distribution by the electronic means described herein (unless the Settlement Class Member opts for an alternative form of payment).

G. "Class Counsel" means Jean S. Martin of the law firm of Aylstock, Witkin, Kreis & Overholtz PLLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP.

H. "Effective Date" means the first day after which all of the following events and conditions of this Agreement have been met or have occurred: (i) all of the Parties and their counsel have executed this Settlement Agreement; (ii) the Court has entered the Final Approval Order and has entered Judgment; and (iii) the Judgment has become final in that the time for appeal of the Judgment has expired or, if any such appeal and/or petition for review is taken and the Settlement Agreement is affirmed, the time period during which further petition for review, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by any court, and is not fully reinstated on further appeal, the Judgment shall not become final.

I. "Eligible Organization(s)" means an organization approved by the Court to receive *cy pres* funds from non-distributable residual funds in the Settlement Fund escrow account.

J. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider entering a Final Approval Order and approving the payment of attorneys' fees, costs, expenses, and/or service awards to Class Representatives. The Parties shall ask the Court to set a Final Approval Hearing no earlier than 100 calendar days after the entry of the Preliminary Approval Order.

K. "Final Approval Order" means an order of the Court granting final approval of this Settlement Agreement.

L. "Judgment" means the Court's judgment dismissing the Action in its entirety and consistent with the terms of this Settlement Agreement.

M. "Net Settlement Fund" means the Settlement Fund, less any Attorneys' Fee and Expense Payment, Service Awards, Settlement Administrator expenses, and taxes (as described in Section 3.2.8 of this Agreement).

N. "Notice" means the methods of communication of the settlement of the Action to the Settlement Class via the Notice Plan, as contemplated in Section 7 of this Agreement, and approved by the Court. The Notice shall be substantially in the forms attached as Exhibits B ("Email Notice"), C ("Postcard Notice"), and D ("Detailed Notice").

O. "Notice Date" means the first date on which Notice is emailed or mailed to members of the Settlement Class, provided, however, that any re-emailing of such Notice (including mailing the Postcard Notice to members of the Settlement Class for whom the Email Notice is returned as undeliverable) shall not affect or extend the Notice Date. The "Notice Date" shall be thirty-five (35) calendar days after the Court issues the Preliminary Approval Order.

P. "Notice Plan" means the plan for disseminating Notice of the settlement of the Action to the Settlement Class, described in Section 7.2 of this Agreement.

Q. "Plaintiff Released Parties" means Plaintiffs, and all other persons acting on their behalf in connection with the 2020 Cybersecurity Incident, including their heirs, executors, representatives, agents, attorneys, successors or assigns.

R. "Plaintiff Releasing Parties" means Plaintiffs and the Settlement Class Members, including any and all of their respective heirs, executors, administrators, representatives, agents, partners, successors, or assigns.

S. "Preliminary Approval Order" means the Court's order preliminarily approving the settlement of the Action, Notice, and Notice Plan, substantially in the form of Exhibit E.

T. "Service Awards" means the amounts awarded to the Class Representatives by the Court from the Settlement Fund solely for their services, time, and effort on behalf of the Settlement Class Members. Service Awards shall not be a measure of damages.

U. "Settlement Administrator" means an independent settlement administrator to be agreed upon by the Parties and approved by the Court.

V. "Settlement Amount" means the amount of one million and two hundred and fifty thousand dollars ($1,250,000.00) to be deposited by or on behalf of Warner in the Settlement Fund escrow account.

W. "Settlement Class" means all natural persons residing in the United States who made payment card purchases on Warner's e-commerce websites between April 25, 2020 and August 5, 2020. Excluded from the Settlement Class are (i) Warner; (ii) Warner's parents, subsidiaries, affiliated entities under common corporate ownership, officers, directors, and employees; (iii) any entity in which Warner has a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement; and (v) any judge presiding over this Action, their staff, and the members of the judge's immediate family. Warner stipulates to this Settlement Class for settlement purposes only.

X. "Settlement Class Members" means all members of the Settlement Class other than those persons who validly request exclusion from the Settlement Class as set forth in Section 6 of this Agreement.

Y. "Settlement Fund" means the non-reversionary settlement fund described in Section 3.2 of this Agreement to be distributed in accordance with the terms of this Settlement Agreement.

Z. "Settlement Website" means a publicly accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the settlement of the Action.

AA. "Warner Released Parties" means Warner, its respective current and former owners, parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities of any nature whatsoever, whether direct or indirect, as well as each of Warner's respective predecessors, successors and assigns, licensees, representatives, trustees, transferees, and all other persons, entities, and corporations acting on their behalf, including any current and former directors, officers, employees, principals, agents, advisors, consultants, contractors, insurers, reinsurers, subrogees, shareholders, and attorneys, and including, without limitation, any person related to any such entity or person who is, was, or could have been named as a defendant in the Action.

BB. "Warner's Counsel" means the law firm Morrison Foerster LLP.

**RECITALS**

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on August 23, 2021, Plaintiffs filed the operative First Amended Consolidated Class Action Complaint against Warner in the U.S. District Court for the Southern District of New York, *In re: Warner Music Group Data Breach Litigation*, No. 1:20-cv-07473-PGG (S.D.N.Y.), individually and on behalf of a proposed nationwide class and a proposed California subclass, alleging, *inter alia*, negligence, negligent misrepresentation, breach of implied contract, unjust enrichment, statutory claims, and consumer protection claims arising out of a 2020 cybersecurity incident involving certain retail websites operated by or on behalf of certain of Warner's indirect subsidiaries (the "2020 Cybersecurity Incident");

WHEREAS, following the Court's September 3, 2025 Order partially granting and partially denying Warner's motion to dismiss (ECF No. 88), Plaintiffs' surviving claims are for negligence and breach of implied contract on behalf of the putative nationwide class and a California Consumer Privacy Act ("CCPA") claim on behalf of the California subclass;

WHEREAS, following the October 16, 2025 case management conference, after discussion with the Parties, the Court directed the parties to "engage in informal discussions with a view towards determining whether a negotiated resolution of this case might be possible" (ECF No. 95);

WHEREAS, the Parties desire to resolve all claims asserted or that could have been asserted in the Action relating to the allegations made against Warner and/or the Warner Released Parties;

WHEREAS, the Parties and their respective counsel participated in a full-day mediation on February 19, 2026, facilitated by Bennett G. Picker, which ultimately resulted in the Parties reaching an agreement in principle to settle the Action on the terms and conditions embodied in this Settlement Agreement;

WHEREAS, Plaintiffs have thoroughly analyzed the factual and legal issues in the Action, have engaged in motion practice, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation and the likelihood of ultimate success on the merits, and have concluded that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class and that this Settlement Agreement should be approved by the Court under Rule 23(e) of the Federal Rules of Civil Procedure;

WHEREAS, Warner denies all of the allegations made in the Action and denies that it did anything unlawful or improper;

WHEREAS, Warner's agreement to enter into this Settlement Agreement is not an admission of guilt or wrongdoing of any kind, and it is entering into this Settlement Agreement solely to avoid the further burden and expense of continued litigation of the Action;

WHEREAS, the Parties desire to settle the Action in its entirety as to Plaintiffs, the Settlement Class Members, and Warner with respect to all Released Claims, and intend this Settlement Agreement to bind Plaintiffs (both as the Class Representatives and individually), Warner, and Settlement Class Members;

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

## 1. SETTLEMENT CLASS

1.1 **Certification of the Settlement Class.** For purposes of settlement and the proceedings contemplated by this Settlement Agreement only, the Parties stipulate and agree that a Settlement Class shall be provisionally certified pursuant to Federal Rule of Civil Procedure 23 as defined herein, that Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens shall be appointed Class Representatives and shall represent the Settlement Class for settlement purposes, and that Jean S. Martin of the law firm of Aylstock Witkin Kreis & Overholtz PLLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP shall be appointed Class Counsel for the Settlement Class.

1.2 **Decertification of the Settlement Class if Settlement Not Approved.** Warner does not consent to certification of the Settlement Class for any purpose other than to effectuate settlement of the Action. If the Court does not enter a Final Approval Order, or if for any other reason the Effective Date does not occur, this Settlement Agreement and any certification of any Settlement Class will be vacated, and the Parties will be returned to their positions with respect to the Action as if the Parties had not entered into the Settlement Agreement. Specifically: (a) the Parties shall jointly request that any Court order preliminarily or finally approving the certification of any Settlement Class contemplated by this Settlement Agreement be vacated, and agree that such order shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement Agreement, that Warner did not oppose the certification of a Settlement Class under this Settlement Agreement, or that the Court preliminarily or finally approved the certification of a Settlement Class, shall not be used or cited thereafter by any person in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. In the event the terms and conditions of this Settlement Agreement are substantially modified by the Court, the Parties reserve the right to declare this Settlement Agreement null and void, within fourteen (14) calendar days after such modification. For purposes of this Section, "substantially modified" means material changes including but not limited to (a) the definition of the Settlement Class, Settlement Class Members, Warner Released Parties, or Released Claims; and/or (b) the size of the Settlement Fund; and/or (c) the Notice Plan, including methods of distributing notice, to the Settlement Class. Notwithstanding the above, in the event the settlement is not approved, the Parties will meet and confer in good faith, to the extent possible, to address the Court's concerns before declaring the Settlement Agreement null and void.

## 2. CONFIDENTIALITY AND COMMUNICATIONS REGARDING THE SETTLEMENT

2.1 The Parties, Class Counsel, and Warner's Counsel agree that the negotiations leading to the execution of this Settlement Agreement and all submissions, documents, communications, and arguments related to the mediation shall not be disclosed by the Parties, Class Counsel, and Warner's Counsel other than as necessary to finalize this Settlement Agreement and Notice Plan and obtain necessary approvals to effectuate this Settlement Agreement and Notice Plan.

2.2 The Parties, Class Counsel, and Warner's Counsel agree that after this Settlement Agreement is submitted to the Court, each Party may respond in neutral terms to inquiries, including from the press, to communicate that the Action has been resolved by the Parties. Any response shall not contain inflammatory language about the Parties or their perceived conduct in the Action, and shall be limited to accurately describing the terms of the settlement as reflected in this Settlement Agreement.

## 3. SETTLEMENT RELIEF

3.1 **Class Benefit.**

3.1.1 Each Settlement Class Member and California Subclass Member shall have the opportunity to submit a valid Claim Form on or before the Claims Deadline to receive their weighted *pro rata* portion of the Net Settlement Fund. Settlement Class Members will receive one (1) share of the Net Settlement Fund per valid claim; California Subclass Members will receive one (1) additional share (a total of two (2) shares) per valid claim.

3.1.2 The Settlement Administrator shall distribute the class benefit to Settlement Class Members submitting timely claims within forty (40) calendar days after Defendant pays the remaining balance of the Settlement Amount into the Settlement Fund pursuant to Section 3.2.13. The class benefit will be sent by digital payment or by check with an appropriate legend, in a form approved by Class Counsel and Warner's Counsel, to indicate that it is from the settlement of the Action and checks shall be valid for one hundred and eighty (180) calendar days. The Settlement Administrator shall distribute the class benefit either digitally or via the U.S. Postal Service to mailing addresses provided by the Settlement Class Member. Where a valid mailing address is not provided, and a check is the Settlement Class Member's preferred method of payment, the Settlement Administrator will determine the most recently known address to which the check shall be sent. The Settlement Administrator will make reasonable efforts to locate the proper address for any Settlement Class Member whose check is returned by the Postal Service as undeliverable or digital payment is unclaimed and will re-mail or mail payments once to the updated address.

3.2 **Settlement Fund.**

3.2.1 The Settlement Administrator shall establish and maintain the Settlement Fund in the amount of $1,250,000. The Settlement Fund shall be a non-reversionary

common fund, no part of which shall revert to Warner. The Settlement Administrator will hold the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Settlement Agreement, the Final Approval Order, or other order of the Court.

3.2.2 The Settlement Fund is intended to be treated as a Qualified Settlement Fund ("QSF") for U.S. federal income tax purposes, with Warner treated as the "transferors" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Warner shall provide to the Settlement Administrator any documentation reasonably requested by the Settlement Administrator that is required to obtain QSF status for the Settlement Fund pursuant to Treas. Reg. §1.468B-l. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.

3.2.3 The Settlement Administrator shall open an escrow account for the Settlement Fund at an escrow bank following the Parties' mutual agreement as to the appropriate bank and account. The Settlement Fund escrow bank shall invest the Settlement Fund exclusively in an interest-bearing account.

3.2.4 Other than the Settlement Fund, Warner will have no financial obligations to Class Representatives, Settlement Class Members, Class Counsel, any other attorney representing any Settlement Class Member, or the Settlement Administrator with respect to the Released Claims. The Settlement Fund represents the total extent of Warner's monetary obligations under this Settlement Agreement. In no event shall Warner's total monetary obligations with respect to this Settlement Agreement exceed the Settlement Amount stated above.

3.2.5 Subject to Section 3.2.14, the Settlement Administrator will draw from the Settlement Fund to cover all obligations with respect to costs related to this Settlement Agreement, including the expenses of the Settlement Administrator, the Notice Plan, payments to Settlement Class Members, any Service Awards, any Attorneys' Fee and Expense Payment, and any other administrative fees and expenses in connection with this Settlement Agreement; provided, however, that the Parties must approve any payments to the Settlement Administrator prior to the Settlement Administrator incurring such expenses and prior to any withdrawals from the Settlement Fund. The Parties intend that, after the foregoing payments and disbursements are made, there will be no funds remaining.

3.2.6 If this Settlement Agreement is terminated, the Settlement Administrator will return all funds to Warner within ten (10) calendar days of the termination date; provided, however, that the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date. Notwithstanding any provision herein, in the event this Settlement Agreement is not approved by any court, or is terminated for any reason, or the settlement set forth in this Settlement Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Class Representatives, and Class Counsel shall not in any way be responsible or liable for any administration expenses, taxes with respect to the Settlement Fund, or any expenses, including costs of notice and administration associated with this Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs and Warner's future payment obligations shall cease.

3.2.7 The Warner Released Parties, Warner's Counsel, the Plaintiff Releasing Parties and Settlement Class Members shall have no liability, obligation, or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund and shall have no liability, obligation, or responsibility with respect to any liability, obligation, or responsibility of the Settlement Administrator.

3.2.8 All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by or in connection with the Settlement Fund escrow account, including any taxes or tax detriments that may be imposed upon Class Counsel or Warner with respect to income earned by the Settlement Fund escrow account for any period during which the Settlement Fund escrow account does not qualify as a QSF for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund escrow account. Plaintiffs, Class Counsel, and Warner shall have no liability or responsibility for any taxes arising with respect to the Settlement Fund escrow account.

3.2.9 For avoidance of doubt, neither Warner nor any of the Warner Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Settlement Class Member based on the activities and income of the QSF. In addition, neither Warner nor any of the Warner Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The QSF will be solely responsible for its tax obligations. Each Settlement Class Member will be solely responsible for their tax obligations. Each Class Counsel or other attorney or firm receiving a distribution from the Settlement Fund will be solely responsible for their tax obligations. The Parties acknowledge that amounts paid by Warner under this Settlement Agreement are solely because of Warner's desire to resolve and move forward from this matter.

3.2.10 Warner is not providing legal advice to any party or other person regarding the taxability of any amount paid hereunder and nothing contained herein shall be

interpreted as constituting legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. For the avoidance of doubt, Warner makes no representation or warranty to any person regarding, and shall have no liability with respect to, the qualification of the Settlement Fund as a QSF. Any tax issues raised by this Settlement Agreement may be unique as to each Party and Settlement Class Member, and each Party and Settlement Class Member is advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Settlement Agreement. Each Party and Settlement Class Member will be responsible for paying their own respective share of all applicable state, local, and federal taxes on all amounts received or paid pursuant to this Settlement Agreement.

3.2.11 Warner shall have no liability whatsoever with respect to (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the determination, administration, or calculation of benefits to be paid to Settlement Class Members from the Settlement Fund; or (iv) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Plaintiff Releasing Parties and Class Counsel release Warner and the Warner Released Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund, or the qualification of the Settlement Fund as a QSF. If applicable, the Settlement Administrator shall be responsible for obtaining all necessary information for any required IRS Forms 1099 or other tax forms and issuing such tax forms as necessary.

3.2.12 Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Warner shall cause to be paid into the Settlement Fund the portion of the Settlement Amount sufficient to cover the reasonable costs of CAFA Notice (as defined below), Notice, and settlement administration associated with Notice and benefit processing, as estimated by the Settlement Administrator.

3.2.13 Within twenty-one (21) calendar days after the Effective Date, Warner shall cause the balance of the Settlement Amount to be paid into the Settlement Fund.

3.2.14 The Settlement Fund shall be applied as follows, in accordance with the terms and conditions set forth in this Settlement Agreement:

3.2.14.1 To pay the costs of Notice and settlement administration;

3.2.14.2 To pay any Attorneys' Fee and Expense Payment and any Service Awards that may be approved by the Court; and

3.2.14.3 To distribute the Net Settlement Fund to Settlement Class Members in accordance with this Settlement Agreement. Specifically, each Settlement Class Member shall receive digital or check payment of their respective *pro rata* shares, as described in Section 3.1.1 above.

3.2.14.4 If all benefit distribution, Notice and settlement administration costs, any Attorneys' Fee and Expense Payment, and any Service Awards total an amount less than the Settlement Fund, or to the extent that any distribution funds remain in the Settlement Fund two hundred and ten (210) calendar days after the Effective Date, such funds ("Residual Funds") shall be redistributed on a *pro rata* basis to Settlement Class Members who previously received and cashed or claimed their initial payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair.

3.2.14.5 If the Settlement Administrator determines that any residue of the Settlement Fund cannot be distributed on a *pro rata* basis to Settlement Class Members pursuant to Section 3.2.14.4, the remaining funds shall be distributed to one or more 26 U.S.C. § 501(c)(3) non-profit Eligible Organization(s) as approved by the Court.

3.2.14.6 All costs associated with the disposition of residual funds, whether through additional distributions to Settlement Class Members and/or to the non-profit Eligible Organization(s), shall be borne solely by the Settlement Fund.

3.3 **Determination and Processing of Claims.** The Settlement Administrator will review all Claim Forms to determine their validity and each Claimant's eligibility, and shall employ reasonable procedures to screen claims for abuse or fraud. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form after a reasonable opportunity to cure, is not submitted by a Settlement Class Member, or is deemed to be duplicative or fraudulent.

3.4 ***Cy Pres* Recipients.** No later than seven (7) calendar days before the filing of Plaintiffs' Motion for Attorneys' Fees and Expenses, the Parties will identify and file their recommendation to the Court for approval of one or more Eligible Organization(s) in the form of a Notice of *Cy Pres* Designation or similar communication.

3.5 ***Cy Pres* Reporting.** Each Eligible Organization(s) shall agree that, if approved by the Court, it shall provide a report to the Parties within one hundred and eighty (180) calendar days following first receipt of *cy pres* funds, describing how it has used any *cy pres* funds and how it intends to use any remaining funds.

## 4. OBTAINING COURT APPROVAL OF THE AGREEMENT

4.1 **Preliminary Approval.** Class Counsel will file the motion for preliminary approval within thirty (30) calendar days of the execution of this Agreement and will provide that draft to Warner's Counsel at least seven (7) calendar days prior to the filing of the motion, unless otherwise agreed to by the Parties. The motion shall be written in a manner that states Plaintiffs' allegations and claims, while making clear that Warner

denies each and every allegation of wrongdoing, admits no liability, and states that Warner agreed to settle the Action solely because of Warner's desire to resolve and move forward from this matter. Warner may provide comments concerning the motion, and Class Counsel will meet and confer with Warner's Counsel in good faith regarding Warner's comments.

4.2 **CAFA Notice.** Not later than ten (10) calendar days after this Settlement Agreement is filed with the Court, Warner will direct the Settlement Administrator to provide timely notice of the motion as required by the Class Action Fairness Act ("CAFA Notice"), 28 U.S.C. § 1711 *et seq.*

4.3 **Motion for Final Approval.** In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion for final approval of the settlement at least fourteen (14) calendar days prior to the date set for the Final Approval Hearing and will provide that draft to Warner's Counsel at least seven (7) calendar days prior to the filing of the motion, unless otherwise agreed to by the Parties. The motion shall be written in a manner that states Plaintiffs' allegations and claims while making clear that Warner denies each and every allegation of wrongdoing, admits no liability, and states that Warner agreed to settle the Action solely because of Warner's desire to resolve and move forward from this matter. Warner may provide comments concerning the motion, and Class Counsel will meet and confer with Warner's Counsel in good faith regarding Warner's comments.

## 5. OBJECTIONS

5.1 Settlement Class Members may file objections to the Settlement, Class Counsel's request for Attorneys' Fee and Expense Payment and/or Class Representatives' request for Service Awards. Only Settlement Class Members shall be eligible to make an objection to this Settlement Agreement.

5.2 Any Settlement Class Member who intends to object to the settlement of the Action must submit to the Court a written statement that includes: (i) a caption or title that identifies it as an objection to the settlement of this Action; (ii) the Settlement Class Member's full name, mailing address, email address, and telephone number; (iii) the objector's basis for believing they are a Settlement Class Member; (iv) a statement whether the objector intends to appear at the Final Approval Hearing and, if so, whether personally or through counsel; (v) a clear and concise statement of the grounds for the objection; and (vi) a statement identifying their counsel, if they are represented by counsel. To be timely, the objection must be filed with the Court or postmarked within sixty (60) calendar days after the Notice Date (the "Objection Deadline"). An objection may be submitted to the Court by filing electronically, filing in person at any location of the United States District Court for the Southern District of New York, or by mail to the Clerk of the United States District Court for the Southern District of New York.

5.3 Any Settlement Class Member who fails to timely submit to the Court an objection in accordance with the terms of Sections 5.1 and 5.2 of this Agreement and as detailed in the Notice shall waive and forfeit any and all rights the Settlement Class Member may have to object, appear, present witness testimony, and/or submit evidence; may be

barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing unless approved by the Court; shall be precluded from seeking review of this Agreement by appeal or other means; and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Action.

5.4 Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney to represent him or her, the attorney must (i) file a notice of appearance with the Court no later than the Objection Deadline, and (ii) deliver a copy of the notice of appearance on Class Counsel and Warner's counsel, no later than the Objection Deadline. Settlement Class Members, or their attorneys, intending to make an appearance at any hearing relating to this Settlement Agreement, including the Final Approval Hearing, must deliver to Class Counsel and Warner's counsel, and file with the Court, no later than twenty-one (21) calendar days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct, a notice of their intention to appear at that hearing.

5.5 Class Counsel shall file their request for the Attorneys' Fee and Expense Payment and Class Representatives shall file their request for Service Awards at least fourteen (14) calendar days prior to the Objection Deadline. Once filed, the request shall be posted on the Settlement Website.

5.6 Plaintiffs and Warner shall have the right, but not the obligation, to respond to any objection no later than the deadline for the Motion for Final Approval. The Party responding shall file a copy of the response with the Court and shall serve a copy on the objector (or counsel for the objector).

## 6. EXCLUSIONS

6.1 **Requests for exclusion.** The Notice will advise all members of the Settlement Class of their right to exclude themselves from the settlement of the Action. The Settlement Agreement will not bind any individuals who timely exclude themselves from the settlement. Settlement Class Members may not seek to both exclude themselves from the Class and submit an objection to this Settlement Agreement. Any Settlement Class Member who both objects to this Settlement Agreement and submits a timely and valid request for exclusion will be deemed to have opted out and the objection shall be deemed null and void.

6.2 **Requesting process.** A member of the Settlement Class may request exclusion from the settlement until the Exclusion Deadline (defined below). To request exclusion, the individual must complete, personally sign, and mail to the Settlement Administrator a request for exclusion, using a form to be agreed on by the Parties (the "Request for Exclusion"). The Request for Exclusion will be available to download via the Settlement Website and must be personally signed by the member of the Settlement Class seeking exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a Request for Exclusion must be postmarked on or before the Exclusion Deadline. Any Person who submits a valid and timely Request for Exclusion shall not be entitled to relief under, and shall not be affected by, this Settlement Agreement or any relief provided by this Settlement Agreement. For a Request for Exclusion to be

valid, it must contain: (i) the name of the Action; (ii) the person's full name, mailing address, email address, and telephone number; (iii) a specific statement of the person's intention to be excluded from the settlement; (iv) the identity of the person's counsel, if represented; and (v) the personal signature of the individual Settlement Class Member. The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion.

6.3 **Deadline.** To be excluded from the settlement, the Request for Exclusion must be postmarked by the Exclusion Deadline established in the Preliminary Approval Order, which shall be sixty (60) calendar days after the Notice Date (the "Exclusion Deadline").

6.4 **Effect of exclusion.** Any person who is a member of the Settlement Class and who validly and timely submits a Request for Exclusion from the settlement shall not be (i) a Settlement Class Member; (ii) bound by the Settlement Agreement; (iii) eligible to receive any benefit under the terms of the Settlement Agreement; or (iv) entitled to submit an objection to the settlement.

6.5 **Exclusion list.** No later than fifteen (15) calendar days after the Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Warner's Counsel with the list of persons who have timely and validly excluded themselves from the settlement.

6.6 **Effect of exclusions.** If ten percent or more of the members of the Settlement Class validly and timely exclude themselves from the settlement, then Warner shall have the option to rescind this Settlement Agreement, in which case all of Warner's obligations under this Settlement Agreement shall cease to be of any force and effect, and this Settlement Agreement shall be rescinded, cancelled, and annulled. If Warner exercises this option, they shall provide Plaintiffs and the Court with written notice of their election within fifteen (15) calendar days of receiving the exclusion list from the Settlement Administrator, at which point the Parties shall return to their respective positions that existed prior to the execution of this Settlement Agreement. No term of this Settlement Agreement or any draft thereof, or the negotiation, documentation, or other part of any aspect of the Parties' settlement discussions, or any filings or orders respecting the settlement or any aspect of the settlement, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

## 7. NOTICE AND SETTLEMENT ADMINISTRATION

7.1 Warner will provide to the Settlement Administrator any names, addresses, phone numbers, email addresses, and mailing addresses in its possession for those for whom Warner does not have email addresses, for all members of the Settlement Class within ten (10) calendar days of the date of entry of the Preliminary Approval Order. The Settlement Administrator will administer the Notice in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class confidential, using them only for purposes of administrating this settlement. The Settlement Class is comprised of approximately 122,295 individuals, and the California Subclass approximately 20,741 individuals.

7.2 **Notice Plan.** The Parties agree upon and will seek Court approval of the following forms and methods of Notice to the Settlement Class. The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law:

7.2.1 **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement Website with the domain name www.WMGDataSettlement.com. The Settlement Website will include, without limitation, the Detailed Notice, the Settlement Agreement, the Complaint, the Preliminary Approval Motion and Order as entered, Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards, Plaintiffs' Motion for Final Approval of Class Action Settlement, answers to a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement Website will be live on the Notice Date. The Settlement Website shall be deactivated no earlier than ninety (90) calendar days after the Effective Date at Class Counsel's instruction.

7.2.2 **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Detailed Notice and other case documents.

7.2.3 **Email Notice.** The Settlement Administrator will email to each member of the Settlement Class for whom Warner has an available email address a copy of the Email Notice. The email notice shall contain a hyperlink to the Settlement Website.

7.2.4 **Postcard Notice.** For members of the Settlement Class (a) for whom Warner does not have a valid and available email address, or (b) for whom the Email Notice is returned as undeliverable, the Settlement Administrator will mail to each such member a Postcard Notice at the provided Settlement Class Member mailing address it reasonably determines is valid. Postcard Notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address.

7.2.5 **Detailed Notice.** The Detailed Notice shall contain a plain and concise description of the nature of the action and the proposed settlement, including information on the definition of the Settlement Class, how the proposed settlement would provide relief to Settlement Class Members, what claims are released under the proposed settlement, and other relevant information. The Detailed Notice shall also inform members of the Settlement Class of their right to seek exclusion from the settlement and to object to the settlement, together with the Exclusion and Objection Deadlines and procedures for exercising those rights.

7.3 The Settlement Administrator has agreed to perform all Notice and administration duties required by the Settlement Agreement. The Parties agree that the Settlement Administrator may make non-material modifications to the Notice described herein without further order of the Court, so long as they are approved by the Parties and

consistent in all material respects with the Settlement Agreement and Preliminary Approval Order.

7.4 With approval from Class Counsel and Warner's Counsel, the Settlement Administrator will withdraw from the Settlement Fund funds sufficient to cover all reasonable costs and expenses related to the Notice and administration functions to be performed by the Settlement Administrator, including the benefit distribution process.

## 8. ATTORNEYS' FEE AND EXPENSE PAYMENT AND SERVICE AWARDS

8.1 Class Counsel may apply to the Court for an order approving the payment of reasonable attorneys' fees and expenses. Warner reserves the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court but agrees not to appeal any order of the District Court awarding attorneys' fees and expenses.

8.2 Class Counsel may apply for up to $1,500 in Service Awards to each Class Representative. Warner agrees not to oppose these requests up to $1,500.

8.3 The Court's award of any Attorneys' Fee and Expense Payment shall be separate from the determination of whether to approve the settlement. Any order or proceeding relating to the Attorneys' Fee and Expense Payment or any Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate this Settlement Agreement or affect or delay the finality of the Final Approval Order and Judgment approving the settlement. In the event the Court approves the settlement, but declines to award Class Counsel attorneys' fees or expenses in the amount requested by Class Counsel, or a Service Award in an amount different from that requested by Class Representatives, the Settlement Agreement will nevertheless be binding on the Parties to the extent permissible under applicable law. The Attorneys' Fee and Expense Payment shall be paid by the Settlement Administrator to an account or accounts designated by Class Counsel within five (5) calendar days of receipt of the balance of the Settlement Amount pursuant to Section 3.2.13 and the issuance of an order directing payment of that Attorneys' Fee and Expense Payment.

8.4 Within five (5) calendar days after the entry of an order by any court of competent jurisdiction which vacates, reverses or alters the Final Approval Order or the order granting Class Counsel's request for attorneys' fees and expenses, Class Counsel shall repay to Warner the full amount Class Counsel received for such award.

8.5 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Final Approval Order and Judgment approving the settlement. The Class Representatives' approval of this settlement is not contingent on the filing of an application for a Service Award, or the Court approving any application for a Service Award.

## 9. DENIAL OF LIABILITY; PROHIBITION OF USE

9.1 Warner vigorously denies all of the allegations in the Action. Warner enters into this Settlement Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Warner further denies the truth of any of the claims asserted in the Action, including any allegations that Plaintiffs or any member of the Settlement Class has been harmed by any conduct by Warner, whether as alleged in the Action or otherwise. Warner further asserts that no injury has been alleged by the Action, and Warner's practices are and were lawful and proper. Warner nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend this litigation and the benefits of disposing of protracted and complex litigation.

9.2 To the extent permitted by law, neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Warner, or to establish the truth of any of the claims or allegations alleged in the Action.

9.3 Neither the Settlement Agreement nor anything that the Parties said or did during the negotiation of the Settlement Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind; nor shall it be construed as an admission of any lack of merit of the causes of action asserted in the Action.

9.4 To the extent permitted by law, the Settlement Agreement may be pleaded or invoked as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

## 10. RELEASES AND WARRANTIES

10.1 The Parties represent that they have obtained the requisite authority to enter into this Settlement Agreement in a manner that binds all Parties to its terms.

10.2 As of the Effective Date, the Plaintiff Releasing Parties hereby fully and irrevocably release and forever discharge the Warner Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that have been or could have been asserted in the Action, including but not limited to any such claims the Plaintiff Releasing Parties may have against the Warner Released Parties arising out of, in whole or in part, the conduct of any other third party, and/or the 2020 Cybersecurity Incident (the "Released Claims").

10.3 In consideration for this Settlement Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that have been or could have been asserted in the Action, including but not limited to any such claims the Plaintiff Releasing Parties may have against the Warner Released Parties arising out of, in whole or in part, the conduct of any other third party, and/or the 2020 Cybersecurity Incident.

10.4 As of the Effective Date, Warner hereby fully and irrevocably releases and forever discharges the Plaintiff Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement arising out of, in whole or in part, the 2020 Cybersecurity Incident. Notwithstanding the foregoing, this release expressly does not apply to anyone who was involved in causing the 2020 Cybersecurity Incident.

10.5 In consideration for this Settlement Agreement and the consideration set forth herein, Warner acknowledges that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that Warner may have against the Plaintiff Released Parties related to the 2020 Cybersecurity Incident. Notwithstanding the foregoing, this release expressly does not apply to anyone who was involved in causing the 2020 Cybersecurity Incident.

10.6 Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Code § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived as to the Released Claims. California Civil Code § 1542 states as follows:

> 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.

10.7 When the Final Approval Order and Judgment are entered, the Action will be dismissed with prejudice.

10.8 Each Party to this Settlement Agreement represents and warrants that they have not heretofore assigned or transferred, or purported to assign or transfer, any of the Released Claims to any other person and that they are fully entitled to compromise and settle the same.

10.9 No person will have any claim of any kind against the Parties or their counsel or the Settlement Administrator with respect to the settlement and the matters set forth herein or based on determinations or distributions made substantially in accordance with this Settlement Agreement, the Final Approval Order and Judgment, or other order(s) of the Court.

## 11. TERMINATION

11.1 If the Judgment does not become final and/or this Settlement Agreement is terminated pursuant to the express provisions of this Settlement Agreement or for cause or fails to become effective for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status *quo ante* with respect to the Action as if this Settlement Agreement had never been entered into. In the event of a termination, the Settlement Administrator shall return the monies remaining in the Settlement Fund to Warner within fourteen (14) calendar days of receiving notice of the termination.

## 12. MISCELLANEOUS

12.1 **Extensions of time.** The Parties agree that time periods and dates described in this Settlement Agreement shall be computed consistent with Rule 6(a) of the Federal Rules of Civil Procedure. The Parties further agree that all time periods and dates described in this Settlement Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Settlement Class; provided, however, that any such changes in the schedule of settlement proceedings will be posted on the Settlement Website.

12.2 **Integration.** This Settlement Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

12.3 **Governing law.** This Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the state of New York, without regard to the principles thereof regarding choice of law.

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

12.5 **Representative capacity.** Each person executing this Settlement Agreement in a representative capacity represents and warrants that they are empowered to do so.

12.6 **Headings and counterparts.** The headings or captions in this Settlement Agreement will not be deemed to have any effect and are provided for convenience only. This Settlement 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.

12.7 **Cooperation of Parties.** The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the settlement.

12.8 **Voluntary execution.** This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Settlement Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Settlement Agreement. Accordingly, in any construction or interpretation to be made of this Settlement Agreement, the Settlement Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Settlement Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

12.9 **Notices.** Any notice provided in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Section; and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.

| **Notice to Class Counsel and/or Plaintiffs:** | **Notice to Warner:** |
|---|---|
| Jean S. Martin<br>AYLSTOCK, WITKIN, KREIS & OVERHOLTZ PLLC<br>17 E. Main St. Suite 200<br>Pensacola, FL 32502<br>jmartin@awkolaw.com<br><br>Gayle M. Blatt<br>CASEY GERRY FRANCAVILLA BLATT LLP<br>110 Laurel Street<br>San Diego, CA 92101<br>gmb@cglaw.com | Tiffany Cheung<br>MORRISON & FOERSTER, LLP<br>425 Market Street<br>San Francisco, CA 94105<br>TCheung@mofo.com<br><br>*with a copy to:*<br><br>Brad Cohen<br>Senior Vice President, Head of Litigation & Associate General Counsel<br>WARNER MUSIC GROUP<br>1633 Broadway<br>New York, NY 10019<br>brad.cohen@wmg.com |

The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

12.10 **Modification or amendment.** Except as otherwise provided herein, this Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or the Parties' counsel.

12.11 **Continuing jurisdiction.** Any and all disputes arising from or related to the Settlement Agreement must be brought by the Parties, Class Counsel, Warner's Counsel, and/or each member of the Settlement Class, exclusively in the Court. The Parties, Class Counsel, Warner's Counsel, and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the settlement or this Agreement.

Date: July 24, 2026

**LEVI COMBS**

By: Levi Combs (Jul 24, 2026 19:39:57 EDT)
Levi Combs

Date: July 30, 2026

**ESTEBAN TRUJILLO**

By: Esteban Trujillo
Esteban Trujillo (Jul 30, 2026 13:09:16 EDT)
Esteban Trujillo

Date: July __, 2026

**CHRISTIE KUHN**

By: _____
Christie Kuhn

Date: July __, 2026

**SUSAN CAKL**

By: _____
Susan Cakl

Date: July __, 2026

**RAISTLIN BEARDSLEY**

By: _____
Raistlin Beardsley

Date: July __, 2026

**NICHOLAS CIMAGLIO**

By: _____
Nicholas Cimaglio

Date: July __, 2026

**ALI GUTIERREZ**

By: _____
Ali Gutierrez

Date: July __, 2026

**ESTEBAN TRUJILLO**

By:_____
Esteban Trujillo

Date: July 23, 2026

**CHRISTIE KUHN**

By: christie kuhn
christie kuhn (Jul 23, 2026 16:51:53 EDT)
Christie Kuhn

Date: July __, 2026

**SUSAN CAKL**

By:_____
Susan Cakl

Date: July __, 2026

**RAISTLIN BEARDSLEY**

By:_____
Raistlin Beardsley

Date: July __, 2026

**NICHOLAS CIMAGLIO**

By:_____
Nicholas Cimaglio

Date: July __, 2026

**ALI GUTIERREZ**

By:_____
Ali Gutierrez

Date: July __, 2026

**ESTEBAN TRUJILLO**

By:_____
Esteban Trujillo

Date: July __, 2026

**CHRISTIE KUHN**

By:_____
Christie Kuhn

Date: July 24, 2026

**SUSAN CAKL**

By: Susan Cakl
Susan Cakl

Date: July __, 2026

**RAISTLIN BEARDSLEY**

By:_____
Raistlin Beardsley

Date: July __, 2026

**NICHOLAS CIMAGLIO**

By:_____
Nicholas Cimaglio

Date: July __, 2026

**ALI GUTIERREZ**

By:_____
Ali Gutierrez

Date: July __, 2026

**ESTEBAN TRUJILLO**

By:_____
Esteban Trujillo

Date: July __, 2026

**CHRISTIE KUHN**

By:_____
Christie Kuhn

Date: July __, 2026

**SUSAN CAKL**

By:_____
Susan Cakl

Date: July 24, 2026

**RAISTLIN BEARDSLEY**

By:_____
Raistlin Beardsley

Date: July __, 2026

**NICHOLAS CIMAGLIO**

By:_____
Nicholas Cimaglio

Date: July __, 2026

**ALI GUTIERREZ**

By:_____
Ali Gutierrez

Date: July __, 2026

**ESTEBAN TRUJILLO**

By:_____
Esteban Trujillo

Date: July __, 2026

**CHRISTIE KUHN**

By:_____
Christie Kuhn

Date: July __, 2026

**SUSAN CAKL**

By:_____
Susan Cakl

Date: July __, 2026

**RAISTLIN BEARDSLEY**

By:_____
Raistlin Beardsley

Date: July __, 2026

07/31/2026

**NICHOLAS CIMAGLIO**

By: Nicholas Cimaglio (Jul 31, 2026 18:07:27 PDT)
Nicholas Cimaglio

Date: July __, 2026

**ALI GUTIERREZ**

By:_____
Ali Gutierrez

Date: July __, 2026

**ESTEBAN TRUJILLO**

By:_____
Esteban Trujillo

Date: July __, 2026

**CHRISTIE KUHN**

By:_____
Christie Kuhn

Date: July __, 2026

**SUSAN CAKL**

By:_____
Susan Cakl

Date: July __, 2026

**RAISTLIN BEARDSLEY**

By:_____
Raistlin Beardsley

Date: July __, 2026

**NICHOLAS CIMAGLIO**

By:_____
Nicholas Cimaglio

Date: July __, 2026
7/27/2026

**ALI GUTIERREZ**

By: DocuSigned by: _____
46085B308245424...
Ali Gutierrez

Docusign Envelope ID: 973CDDF6-2EB7-8806-820D-42F3FF98810F


Date: July __, 2026
7/24/2026

**ASHLEY FOSTER**

Signed by:
By: _____
DDE4E78B7A2E48D...
Ashley Foster

Date: July __, 2026

**JON HART**

By: _____
Jon Hart

Date: July __, 2026

**COURTNEY HAMMETT**

By: _____
Courtney Hammett

Date: July __, 2026

**NOAH WATTS**

By: _____
Noah Watts

Date: July __, 2026

**ALEXANDER BUCK**

By: _____
Alexander Buck

Date: July __, 2026

**LINDA STEVENS**

By: _____
Linda Stevens

Date: July __, 2026

**ASHLEY FOSTER**

By:_____
Ashley Foster

Date: July __, 2026

**JON HART**

By: Jon Hart Digitally signed by Jon Hart DN: cn=Jon Hart, o, ou, email=jhart792@gmail.com, c=US Date: 2026.07.24 16:09:04 -07'00'
Jon Hart

Date: July __, 2026

**COURTNEY HAMMETT**

By:_____
Courtney Hammett

Date: July __, 2026

**NOAH WATTS**

By:_____
Noah Watts

Date: July __, 2026

**ALEXANDER BUCK**

By:_____
Alexander Buck

Date: July __, 2026

**LINDA STEVENS**

By:_____
Linda Stevens

Date: July __, 2026

**ASHLEY FOSTER**

By:_____
Ashley Foster

Date: July __, 2026

**JON HART**

By:_____
Jon Hart

Date: July 29.00, 2026

**COURTNEY HAMMETT**

By: Signed by: 212C13156EB9488... _____
Courtney Hammett

Date: July __, 2026

**NOAH WATTS**

By:_____
Noah Watts

Date: July __, 2026

**ALEXANDER BUCK**

By:_____
Alexander Buck

Date: July __, 2026

**LINDA STEVENS**

By:_____
Linda Stevens

Date: July __, 2026

**ASHLEY FOSTER**

By:_____
Ashley Foster

Date: July __, 2026

**JON HART**

By:_____
Jon Hart

Date: July __, 2026

**COURTNEY HAMMETT**

By:_____
Courtney Hammett

Date: July __, 2026 7/28/2026

**NOAH WATTS**

By: DocuSigned by: Noah Watts 8AB9D6DEB019497...
Noah Watts

Date: July __, 2026

**ALEXANDER BUCK**

By:_____
Alexander Buck

Date: July __, 2026

**LINDA STEVENS**

By:_____
Linda Stevens

Date: July __, 2026

**ASHLEY FOSTER**

By:_____
Ashley Foster

Date: July __, 2026

**JON HART**

By:_____
Jon Hart

Date: July __, 2026

**COURTNEY HAMMETT**

By:_____
Courtney Hammett

Date: July __, 2026

**NOAH WATTS**

By:_____
Noah Watts

Date: July 7/28/2026, 2026

**ALEXANDER BUCK**

By: Signed by: F0858BFCCA20480... _____
Alexander Buck

Date: July __, 2026

**LINDA STEVENS**

By:_____
Linda Stevens

Date: July __, 2026

**ASHLEY FOSTER**

By:_____
Ashley Foster

Date: July __, 2026

**JON HART**

By:_____
Jon Hart

Date: July __, 2026

**COURTNEY HAMMETT**

By:_____
Courtney Hammett

Date: July __, 2026

**NOAH WATTS**

By:_____
Noah Watts

Date: July __, 2026

**ALEXANDER BUCK**

By:_____
Alexander Buck

Date: July __, 2026

07 / 24 / 2026

**LINDA STEVENS**

By: Linda Stevens
Linda Stevens

Date: August 17, 2026

**WARNER MUSIC GROUP CORP.**

DocuSigned by:

By: _____
7DAE503BED9B482...
Paul Robinson
Executive Vice President & General Counsel

APPROVED AS TO FORM:

Date: August 5, 2026

By: _____
Gayle M. Blatt
CASEY GERRY FRANCAVILLA BLATT LLP
***Counsel for Plaintiffs and the Settlement Class***

Date: August 12, 2026

By: _____
Tiffany Cheung
Morrison & Foerster LLP
***Counsel for Defendant Warner Music Group Corp.***

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database