

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LAURA WILCOPOLSKI, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

FIRST ADVANTAGE FORM I 9
COMPLIANCE, LLC,

Defendant.

CASE NO: 1:24-cv-03235-LMM

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement (“Settlement” or “Agreement”)¹ is entered into between Plaintiff, Laura Wilcopolski, individually and on behalf of the Settlement Class (as defined below), and First Advantage Form I9 Compliance, LLC (“Form I9” or “Defendant”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.

I. Procedural History

1. On July 22, 2024, as a result of the Cybersecurity Incident, Plaintiff Laura Wilcopolski filed a Class Action Complaint against Defendant, asserting causes of action for: (1) negligence; (2) breach of third-party beneficiary contract; and (3) unjust enrichment, seeking to represent a nationwide class of aggrieved individuals (“*Wilcopolski* Action”). [DE #1].

2. The Parties met and conferred and thereafter began engaging in settlement discussions.

3. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Form I-9 has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid litigation costs, distractions, and disruption to its business operations associated with further litigation. Form I-9 does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or

wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Form I-9, and all Settlement Class Members.

4. **NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby stipulate and agree, by and among Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

II. Definitions.

5. “**Action**” or “**Litigation**” means the class action lawsuit entitled: *Wilcopolski v. First Advantage Form I9 Compliance, LLC*, Case No. 1:24-cv-03235-LMM (N.D. GA.).

6. **“Application for Attorneys’ Fees and Expenses”** means the application made with the Motion for Final Approval seeking attorneys’ fees and expenses.

7. **“Attorneys’ Fees and Expenses”** means such funds as may be awarded by the Court consistent with the terms of this Agreement to Plaintiff’s Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiff’s Counsel in connection with this Litigation and settlement, as described more particularly in Section XI of this Agreement.

8. **“CAFA Notice”** means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing Notice of the proposed Settlement.

9. **“Cash Payment”** means compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B.

10. **“Cash Payment A”** means compensation paid to Settlement Class Members pursuant to Section V.

11. **“Cash Payment B”** means the amount identified in Section V.

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

13. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

14. “**Claim Form Deadline**” shall be 90 days after the deadline for the commencement of notice to Settlement Class Members as set forth in Section VIII.

15. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

16. “**Class Counsel**” means: Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC and MaryBeth V. Gibson of Gibson Consumer Law Group, LLC.

17. “**Class List**” means the list of Settlement Class Members. Form I-9 shall prepare and provide the Class List to the Settlement Administrator for purposes of Notice using information reasonably accessible in Form I-9’s records. The Class List shall include the Settlement Class Members’ names, postal addresses (if reasonably accessible), and email addresses (if reasonably accessible).

18. “**Class Representative**” means Laura Wilcopolski.

19. “**Complaint**” means the Class Action Complaint filed by Plaintiff on July 22, 2024.

20. “**Court**” means the United States District Court Northern District of Georgia and the Judge(s) assigned to the Action.

21. “**Cybersecurity Incident**” means the unauthorized access to certain systems within Form I-9’s information technology network or access to or acquisition of Personal Information from certain Form I-9 systems on or about February 5, 2024.

22. “**Defendant**” means First Advantage Form I9 Compliance, LLC.

23. “**Defendant’s Counsel**” means Arnall Golden Gregory LLP.

24. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (i) the expiration of the time to appeal the Final Approval with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this paragraph, the phrase “termination of such appeal” means the date upon which the relevant appellate court issues its remittitur.

25. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, distributed to Settlement Class Members for which email addresses are provided by Form I-9.

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

27. “**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.

28. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees and Expenses.

29. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and expenses awarded to Class Counsel.

30. “**Form I-9**” means First Advantage Form I9 Compliance, LLC.

31. “**Identity Monitoring**” means three years of identity monitoring services that Settlement Class Members may elect to receive under the Settlement.

32. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, 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.

33. “**Motion for Final Approval**” means the motion that Plaintiff and

Class Counsel shall file with the Court seeking Final Approval of the Settlement and of Plaintiff's Application for Attorneys' Fees and Costs.

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

35. **"Net Settlement Fund"** means the amount of the Settlement Fund after payment of: (1) Attorneys' Fees and Expenses awarded by the Court, (2) all Settlement Administration Costs, and (3) costs associated with or attributable to Identity Monitoring.

36. **"Notice"** means the direct notice of this proposed Settlement in accordance with Fed. Rule Civ. Proc. 23, which is to be provided to Settlement Class Members substantially in the manner set forth in this Agreement.

37. **"Notice Deadline"** means thirty (30) days after the Court's entry of the Preliminary Approval Order, which is the day by which Notice of the Settlement Class Members must be commenced.

38. **"Notice Program"** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice.

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

40. **"Objection Deadline"** means the date by which Settlement Class

Members must mail their objection to the settlement for that objection to be effective and shall be the 60th day after the deadline for the commencement of notice to Settlement Class Members as set forth in Section VIII. The postmark date shall be evidence of the date of mailing for these purposes.

41. **“Opt-Out Deadline”** means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective and shall be the 60th day after the Notice Deadline as set forth in Section IX. The postmark date shall be evidence of the date of mailing for these purposes.

42. **“Party”** means each of the Plaintiff and Defendant, and **“Parties”** means Plaintiff and Defendant collectively.

43. **“PII”** means personally identifiable information collected by Form I-9, directly or indirectly, pertaining to its clients’ employees, including, but not limited to, full names, addresses, Social Security numbers, hire dates, and dates of birth.

44. **“Plaintiff”** means Laura Wilcopolski.

45. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

46. **“Preliminary Approval”** means the preliminary approval of the

Settlement, which occurs when the Court enters the Preliminary Approval Order.

47. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

48. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

49. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act relating to the Cybersecurity Incident.

50. “**Released Parties**” means Form I-9 and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, insurers, servants, employees, partners, predecessors, successors, managers,

administrators, executors, and trustees.

51. **“Releasing Parties”** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, and agents.

52. **“Settlement Administrator”** or **“Angeion”** means the third-party notice and claims administrator, Angeion Group LLC, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

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

54. **“Settlement Class”** means all persons residing in the United States whose PII may have been compromised in the Cybersecurity Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Form I-9; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) those persons who opt-out of the Settlement in accordance with the terms of this Agreement.

55. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement and **“Settlement Class Members”** means each and every Settlement Class Member.

56. **“Settlement Class Member Benefit”** means the Cash Payment and/or

Identity Monitoring elected by Settlement Class Members.

57. “**Settlement Fund**” means the non-reversionary \$650,000.00 in cash that Defendant is obligated to fund into the Escrow Account under the terms of the Settlement.

58. “**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, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

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

III. Settlement Fund

60. Within 10 days following Preliminary Approval, Defendant shall pay into the Escrow Account One Hundred Fifty Thousand Dollars (\$150,000.00) to fund the Settlement Administration Costs. Upon the Effective Date, Defendant shall pay the remaining Five Hundred Thousand (\$500,000.00) into the Escrow Account necessary to satisfy the Settlement Fund.

61. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class

Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

62. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Effective Date for any reason does not occur, 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 and, in such instance, the action will continue as if the Settlement Class was never certified. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind.

V. Settlement Consideration

63. Settlement Class Member Benefits

When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A or Cash Payment B. Settlement Class Members may also elect to receive Identity Monitoring in accordance with the terms set forth hereinbelow. Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. For purposes of calculating the amount of the increase or decrease, the Settlement Administrator must first pay for Identity Monitoring before distributing the funds in the Net Settlement Fund for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. In the unexpected event the value of the Identity Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Identity Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

64. Cash Payment A

- a. Compensation for Ordinary Losses: Compensation for

unreimbursed ordinary losses fairly traceable to the Cybersecurity Incident may be up to a total of \$1,500.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity monitoring services offered as part of the notification letter provided by Form I-9. These ordinary losses may include the following:

i. ***Out of pocket expenses incurred*** as a result of the Cybersecurity Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

ii. ***Fees for credit reports, credit monitoring, or other identity monitoring or insurance product*** purchased between May 31, 2024, and the date of the Claim Form Deadline.

b. **Compensation for Extraordinary Losses**: Compensation for extraordinary losses, may be up to a total of \$5,000.00, per Settlement Class

Member, if the extraordinary loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Cybersecurity Incident; (iii) occurred after the Cybersecurity Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

65. Cash Payment B

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$50.00.

66. Identity Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring. Settlement Class Members who did not elect to receive the Experian identity monitoring services previously offered by the Defendant in connection with the Settlement Class Member's Cybersecurity Incident notification letter may elect to receive up to three years of Identity Monitoring. Settlement Class Members who elected to receive 24 months of identity monitoring services previously offered by Form I-9 in connection with its initial Cybersecurity Incident notification letter may elect to receive an additional one year of Identity Monitoring. The Identity Monitoring will include: (i) real time

monitoring of the credit file at a single bureau; (ii) dark web scanning with notification if evidence of the individual's Personal Information is found; (iii) identity fraud loss insurance (no deductible) up to \$1 million; (iv) access to fraud specialists to help investigate instances of identity theft; and (v) identity theft restoration services.

VI. Settlement Approval

67. Within fifteen (15) days following execution of this Agreement by all Parties and Class Counsel, or as otherwise specified by a court-ordered deadline, Class Counsel shall file a Motion for Preliminary Approval.

68. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim submission process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes and MaryBeth V. Gibson as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and

Defendant's Counsel.

VII. Settlement Administrator

69. The Parties agree that, subject to Court approval, Angeion Group shall be the Settlement Administrator. Plaintiff shall oversee the Settlement Administrator, and Defendant will take commercially reasonable measures to provide information to the Settlement Administrator about the Settlement Class as the Settlement Administrator may reasonably require. 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.

70. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

71. The Settlement Administrator's duties include:

- a. Providing CAFA Notice;
- b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, sending out Long Form

Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms submitted online or by mail, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

c. Establishing and maintaining the Settlement Fund and Escrow Account approved by the Parties;

d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

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

g. Responding to any Settlement Class Member inquiries;

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

i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that

week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

k. Distributing, out of the Settlement Fund, Cash Payments by electronic means and sending Identity Monitoring activation emails to those Settlement Class Members who elected Identity Monitoring;

l. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Identity Monitoring with information on how to enroll in the Identity Monitoring, including the activation code;

m. Paying Court-approved attorneys' fees and costs out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement

Fund following approval by Class Counsel;

- o. Paying any applicable taxes out of the Escrow Account; and
- p. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

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

72. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than twenty (20) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

73. Within thirty (30) 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. Where email addresses are provided by Defendant for Settlement Class Members, Email Notice shall be sent by email. Settlement Class Members for which email addresses are not provided, or emails were undelivered (and a postal address is provided by Defendant), shall receive a Postcard Notice by mail.

74. The Email Notice and Postcard 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 last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; 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.

75. 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.

76. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice and Email

Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

77. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice and Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have opted out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted

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

78. 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 and Costs;
- 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. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

79. The Settlement Administrator shall perform reasonable address traces for 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. No later than 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.

80. The Notice Program shall be completed the latter of 90 days after the commencement of notice to Settlement Class Members as set forth in Section VIII or 30 days after Defendant provides any update to the Class List as contemplated by paragraph 73.

IX. Claim Form Process and Disbursement of Cash Payments

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

82. 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.

83. 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.

84. 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. Where a Settlement Class member submits multiple Claim Forms, the Settlement Administrator shall only review the Claim Form with the highest claimed loss amount for completeness and eligibility. The Settlement Administrator may, at its discretion, contact the Settlement Class member to resolve duplicate claim issues.

85. 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.

86. 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 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.

87. Where a good faith basis exists, the Settlement Administrator may

reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of

Deficiency shall not be considered a denial for purposes of this Paragraph.

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

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

89. 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.

90. 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.

91. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

92. Cash Payments to Settlement Class Members will be made by electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

X. Final Approval Order and Final Judgment

93. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees and Costs, no later than (thirty) 30 days before the initial date set for the Final Approval Hearing. 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 and Costs. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement

and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees and Costs

95. Fourteen (14) days before the Objection and Opt-Out Deadlines, Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

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

XII. Disposition of Residual Funds

97. In the event there are funds remaining in the Settlement Fund 20 days following payment of Settlement Class Member Payments, Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund. This *pro rata* increase to Cash Payments will be made on an equal percentage basis.

XIII. Releases

98. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to

have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law, statutory, or common law claims arising out of or relating to the Cybersecurity Incident that the Releasing Parties had or may have had. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

99. The Released Claims shall also include a release and waiver of any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code to the extent applicable or similar laws of any other state or jurisdiction. California Civil Code § 1542 reads:

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.

100. The Parties agree that the Released Claims contemplated in this Section XIII shall not be construed to release any causes of action brought to enforce the

terms of the Agreement.

101. Settlement Class Members who opt-out of the Settlement prior to the expiration of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

102. 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, arbitral body, or tribunal.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

104. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant does not waive, and expressly reserves, all rights to defend this Litigation and oppose certification of any class in this action.

105. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within the latter of 30 days after the end of the Opt-Out Period or twenty (20) days prior to the Final Approval Hearing, or the option to terminate shall be considered waived.

106. 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 Action or in any other action or proceeding

for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

107. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

XV. Effect of Termination

108. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, 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 of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

109. 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.

XVI. No Admission of Liability

110. 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.

111. Class Counsel 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 have 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.

112. 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.

113. 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 Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

115. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

116. Further, upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Parties any claims that are released by operation of this Agreement and the Final Approval Order.

XVII. Miscellaneous Provisions

117. Confidentiality. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared or exchanged in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action and Settlement. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties

agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Parties or this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to their attorneys, members, partners, insurers, brokers, agents, clients, regulators, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

119. 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.

120. 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.

121. 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.

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

123. 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.

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

125. 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.

126. 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.

127. Court Modifications to Agreement. The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class

Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior sentence, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, and the Claim Form) shall be deemed material to the Parties' agreement and shall not be modified without the assent of Class Counsel and Defendant's Counsel.

128. 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:

Mariya Weekes
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
201 Sevilla Avenue, 2nd Floor
Coral Gables, FL 33134
Tel: (786) 879-8200
mweekes@milberg.com

MaryBeth V. Gibson
GIBSON CONSUMER LAW GROUP, LLC
4279 Roswell Road, Suite 208-108
Atlanta, Georgia 30342
Tel.: (678) 642-2503
marybeth@consumerlawgroup.com

If to Defendant or Defendant's Counsel:

Edward A. Marshall
Arnall Golden Gregory
171 17th Street NW, Suite 2100

Atlanta, GA 30363
Tel: (404) 873-8536
Edward.marshall@agg.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.

129. 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.

130. 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. Likewise, the failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement.

131. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, 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 respectively 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 of the terms and provisions of this Agreement.


132. 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.

133. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later


shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

134. 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.

PLAINTIFF


Laura Wilcopolski (Dec 9, 2024 13:21 CST)
 _____ Date: 12/09/2024
 LAURA WILCOPOLSKI
Plaintiff

CLASS COUNSEL


Mariya Weekes (Dec 9, 2024 11:44 EST)
 _____ Date: 12/09/2024
 MARIYA WEEKES
 MILBERG COLEMAN BRYSON
 PHILLIPS GROSSMAN PLLC

Attorneys for Plaintiff and the Settlement Class

MaryBeth V. Gibson
MaryBeth V. Gibson (Dec 9, 2024 11:34 EST)

Date: 12/09/2024

MARYBETH V. GIBSON
GIBSON CONSUMER LAW GROUP, LLC
Attorneys for Plaintiff and the Settlement Class

FIRST ADVANTAGE FORM I9 COMPLAINEE, LLC.

By: _____
Its _____
Date: _____

COUNSEL FOR DEFENDANT

Date: _____
EDWARD A. MARSHALL
ARNALL GOLDEN GREGORY LLP

Attorneys for Plaintiff and the Settlement Class

Date: _____

MARYBETH V. GIBSON
GIBSON CONSUMER LAW GROUP, LLC
Attorneys for Plaintiff and the Settlement Class

FIRST ADVANTAGE FORM I9 COMPLAINT, LLC.

Bret T. Jardine

By: Bret T. Jardine

Its Chief Legal Officer

Date: December 17, 2024

COUNSEL FOR DEFENDANT

Edward A. Marshall

Date: December 17, 2024

EDWARD A. MARSHALL
ARNALL GOLDEN GREGORY LLP

EXHIBIT 1

From: Form I9 Cybersecurity Incident Settlement Administrator

To: «Class Member Email Address»

Subject Line: Notice of Proposed Class Action Settlement with First Advantage Form I9 Compliance LLC

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Wilcopolski v. First Advantage Form I9 Compliance, LLC
Case No. 1:24-cv-03235-LMM (N.D. GA.)

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

If you are a person in the United States whose personal information may have been compromised in the Cybersecurity Incident perpetrated against Form I9, a class action settlement may affect your rights.

A proposed settlement has been reached in a lawsuit entitled *Wilcopolski v. First Advantage Form I9 Compliance, LLC*, Case No. 1:24-cv-03235-LMM (N.D. GA.), relating to the alleged Cybersecurity Incident that occurred on or about February 5, 2024, in which there was unauthorized access to certain systems of the Defendant. The Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

AM I INCLUDED IN THE SETTLEMENT?

Yes. Defendant's records indicate your information may have been involved in the Cybersecurity Incident.

WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement provides for a \$650,000 Settlement Fund to pay: (1) Attorneys' Fees and Expenses awarded by the Court, (2) all Settlement Administration Costs, (3) costs associated with or attributable to Identity Monitoring; and (4) all approved Cash Payments.

- **Cash Payment A:** Compensation for Ordinary Losses up to \$1,500 or Extraordinary Losses up to \$5,000; or
- **Cash Payment B:** \$50.00 Flat Payment instead of Cash Payment A.
- **Identity Monitoring:** In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring.

HOW DO I RECEIVE SETTLEMENT BENEFITS?

Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Claims Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

WHAT ARE MY OTHER OPTIONS?

If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees of up to one-third (1/3) of the Settlement Fund, plus reimbursement of reasonable costs. If there are objections, the Court will consider them.

FOR ADDITIONAL INFORMATION

This Notice is only a Summary. For additional information, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**. You may also write to the Settlement Administrator at **EMAIL ADDRESS**.

Unsubscribe

EXHIBIT 2

**Notice of Proposed Class Action
Settlement**

If you are a person in the United States whose personal information may have been compromised in the Cybersecurity Incident perpetrated against Form I9, a class action settlement may affect your rights.

*A federal court authorized this Notice.
This is not a solicitation from a lawyer.*

For more information about the Settlement, how to submit a Claim Form, how to request exclusion from the Settlement, and how to object to the Settlement, please visit

WEBSITE
or call toll-free
1-XXX-XXX-XXXX.

Form I9, Cybersecurity Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Am I Included? Yes. Defendant's records indicate your information may have been involved in the Cybersecurity Incident.

The Settlement Benefits. The Settlement provides for a \$650,000 Settlement Fund to pay: (1) Attorneys' Fees and Expenses awarded by the Court, (2) all Settlement Administration Costs, (3) costs associated with or attributable to Identity Monitoring; and (4) all approved Cash Payments.

- **Cash Payment A:** Compensation for Ordinary Losses up to \$1,500 or Extraordinary Losses up to \$5,000; or
- **Cash Payment B:** \$50.00 Flat Payment instead of Cash Payment A.
- **Identity Monitoring:** In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees of up to one-third (1/3) of the Settlement Fund, plus reimbursement of reasonable costs. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**. You may also write to the Settlement Administrator at **EMAIL ADDRESS**.

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**Wilcopolski v. First Advantage Form I9 Compliance, LLC
Case No. 1:24-cv-03235-LMM (N.D. GA.)**

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

If you are a person in the United States whose personal information may have been compromised in the Cybersecurity Incident perpetrated against Form I9, a class action settlement may affect your rights.

- A settlement has been proposed in a class action lawsuit against First Advantage Form I9 Compliance, LLC (“Form I9” or “Defendant”) relating to the alleged incident that occurred on or about February 5, 2024, in which unauthorized third parties purportedly gained access to certain systems within Form I9’s information technology network or access to or acquisition of Personal Information from certain Form I9 systems. Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.
- The Settlement provides for a \$650,000.00 Settlement Fund to pay: (1) Attorneys’ Fees and Expenses awarded by the Court, (2) all Settlement Administration Costs, (3) costs associated with or attributable to Identity Monitoring; and (4) all approved Cash Payments.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	Submitting a valid Claim Form is the only way you can receive Identity Monitoring or a Cash Payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Form I9. This is the only option that allows you to be part of any other lawsuit against Form I9 for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: DEADLINE	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlements. You will also give up certain legal rights.

Questions? Visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX****

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 2
WHO IS INCLUDED IN THE SETTLEMENT?.....	PAGE 3
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....	PAGE 3
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....	PAGE 4
REMAINING IN THE SETTLEMENT.....	PAGE 5
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 5
THE LAWYERS REPRESENTING YOU.....	PAGE 6
OBJECTING TO THE SETTLEMENT.....	PAGE 6
THE COURT’S FINAL APPROVAL HEARING.....	PAGE 8
IF YOU DO NOTHING.....	PAGE 8
GETTING MORE INFORMATION.....	PAGE 8

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Northern District of Georgia. The case is known as *Wilkopolski v. First Advantage Form I9 Compliance, LLC*, Case No. 1:24-cv-03235-LMM (N.D. GA.). Laura Wilcopolski, the individual who brought this Action, is called the Plaintiff or Class Representative, and the entity sued, Form I9, is called the Defendant.

2. What is this lawsuit about?

The Plaintiff claims that Form I9 is liable for the Cybersecurity Incident and have asserted numerous legal claims against the Defendant. The Defendant denies each and all of the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit [WEBSITE](#).

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Form I9. Instead, the Plaintiff negotiated a settlement with Form I9 that allows the Plaintiff, the proposed Settlement Class, and Form I9 to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiff and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Form I9 did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all persons residing in the United States whose PII may have been compromised in the Cybersecurity Incident.

Cybersecurity Incident means the unauthorized access to certain systems within Form I9's information technology network or access to or acquisition of Personal Information from certain Form I9 systems on or about February 5, 2024.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at [WEBSITE](#).

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (a) all persons who are employees, directors, officers, and agents of Form I9; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) those persons who opt-out of the Settlement in accordance with the terms of the Settlement Agreement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a \$650,000 Settlement Fund to pay: (1) Attorneys' Fees and Expenses awarded by the Court, (2) all Settlement Administration Costs, (3) costs associated with or attributable to Identity Monitoring; and (4) all approved Cash Payments.

- **Cash Payment A:** Compensation for Ordinary Losses up to \$1,500 or Extraordinary Losses up to \$5,000; or
- **Cash Payment B:** \$50.00 Flat Payment instead of Cash Payment A.
- **Identity Monitoring:** In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring.

Please visit [WEBSITE](#) for complete information about the Settlement Benefits.

8. What is included under the Cash Payment A?

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive compensation for actual, unreimbursed losses incurred.

Compensation for Ordinary Losses: Compensation for unreimbursed ordinary losses fairly traceable to the Cybersecurity Incident may be up to a total of \$1,500.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses.

Compensation for Extraordinary Losses: Compensation for extraordinary losses, may be up to a total of \$5,000.00, per Settlement Class Member, if the extraordinary loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Cybersecurity Incident; (iii) occurred after the Cybersecurity Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Settlement Class Members with Documented Loss claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

9. What is the Cash Payment B?

As an alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a flat cash payment in the amount of \$50.00. Documentation is not required to claim this payment.

10. What is included in the Identity Monitoring services?

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring.

Settlement Class Members who did not elect to receive the Experian identity monitoring services previously offered by the Defendant in connection with the Settlement Class Member’s Cybersecurity Incident notification letter may elect to receive up to three years of Identity Monitoring.

Settlement Class Members who elected to receive 24 months of identity monitoring services previously offered by Form I9 in connection with its initial Cybersecurity Incident notification letter may elect to receive an additional one year of Identity Monitoring.

The Identity Monitoring will include: (i) real time monitoring of the credit file at a single bureau; (ii) dark web scanning with notification if evidence of the individual’s Personal Information is found; (iii) identity fraud loss insurance (no deductible) up to \$1 million; (iv) access to fraud specialists to help investigate instances of identity theft; and (v) identity theft restoration services.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a Valid Claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get benefits from the Settlement?

In order to receive Identity Monitoring and/or a Cash Payment, you must complete and submit a Claim Form. Claim Forms are available at **WEBSITE**, or you may request one by mail by calling **1-XXX-XXX-XXXX**. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked

no later than **Month Day, 202 X** to: Form I9 Cybersecurity Incident Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

12. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Settlement Administrator's discretion.

13. When will I get my payment?

The Court will hold a Final Approval Hearing at **:_0_.m. on Month Day, 202X** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

14. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive Identity Monitoring services or a Cash Payment from the Settlement, you must submit a Claim Form online or postmarked by **Month Day, 202X**.

If you do nothing, you will **not** receive Settlement benefits and you will also give up certain legal rights.

15. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Form I9 for the claims being resolved by this Settlement. The specific claims you are giving up against Form I9 and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 19 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Form I9 about legal issues resolved by this Settlement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

16. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Form I9 for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Wilcopolski v. First Advantage Form I9 Compliance, LLC*, Case No. 1:24-cv-03235-LMM (N.D. GA.). Your letter must also include your full name, current address, telephone number, email address, and signature. You must mail your exclusion request postmarked no later than **Month __, 202X** to:

Form I9 Cybersecurity Incident Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel	
<p>Mariya Weekes MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134</p>	<p>MaryBeth V. Gibson GIBSON CONSUMER LAW GROUP, LLC 4279 Roswell Road, Suite 208-108 Atlanta, Georgia 30342</p>

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will Class Counsel be paid?

Class Counsel will ask the Court to award Attorneys’ Fees in the amount of one-third (1/3) of the Settlement Fund, plus reimbursement of reasonable costs. The Court may award less than this amount.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must include: the name or caption of this Litigation -- *Wilcopolski v. First Advantage Form I9 Compliance, LLC*, Case No. 1:24-cv-03235-LMM (N.D. GA.) and:

- the objector’s full name, mailing address, telephone number, and email address (if any);
- all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- 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 and Costs;
- 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) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i) the objector's signature (an attorney's signature is not sufficient).

Objections must be filed with the Court and mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator:

Clerk of the Court	
Clerk of the Court ADDRESS	
Class Counsel	Class Counsel
Mariya Weekes MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134	MaryBeth V. Gibson GIBSON CONSUMER LAW GROUP, LLC 4279 Roswell Road, Suite 208-108 Atlanta, Georgia 30342
Defendant's Counsel	Settlement Administrator
Edward A. Marshall ARNALL GOLDEN GREGORY 171 17th Street NW, Suite 2100 Atlanta, GA 30363	Form I9 Cybersecurity Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

For an objection to be considered by the Court, **the objection must be submitted no later than DEADLINE**. 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.

22. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at **Time** on **Month Day Year**, in Courtroom **___** located at **ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees and reimbursement of reasonable costs. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 21).

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

25. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not receive Identity Monitoring services or be eligible to receive a Cash Payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Form I9 or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**, or by writing to Settlement Administrator:

Form I9 Cybersecurity Incident Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
EMAIL ADDRESS

28. How do I get more information?

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT 4

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

Wilcopolski v. First Advantage Form I9 Compliance, LLC
Case No. 1:24-cv-03235-LMM
United States District Court, Northern District of Georgia
CLAIM FORM

FAF
CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are in the Settlement Class:

All persons residing in the United States whose PII may have been compromised in the Cybersecurity Incident.

Cybersecurity Incident means the unauthorized access to certain systems within Form I9's information technology network or access to or acquisition of Personal Information from certain Form I9 systems on or about February 5, 2024.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Form I9; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) those persons who opt-out of the Settlement in accordance with the terms of the Settlement Agreement.

The Settlement Benefits

Cash Payment A

Compensation for Ordinary Losses: Compensation for unreimbursed ordinary losses fairly traceable to the Cybersecurity Incident may be up to a total of \$1,500.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses.

Compensation for Extraordinary Losses: Compensation for extraordinary losses, may be up to a total of \$5,000.00, per Settlement Class Member, if the extraordinary loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Cybersecurity Incident; (iii) occurred after the Cybersecurity Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Cash Payment B – Flat Payment

As an alternative to Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a flat cash payment in the amount of \$50.00.

Identity Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Identity Monitoring. Settlement Class Members who did not elect to receive the Experian identity monitoring services previously offered by the Defendant in connection with the Settlement Class Member's Cybersecurity Incident notification letter may elect to receive up to three years of Identity Monitoring. Settlement Class Members who elected to receive 24 months of identity monitoring services previously offered by Form I9 in connection with its initial Cybersecurity Incident notification letter may elect to receive an additional one year of Identity Monitoring.

This Claim Form may be submitted electronically *via* the Settlement Website at [REDACTED] or completed and mailed, including any supporting documentation, to: Form I9 Cybersecurity Incident, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

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

Wilcopolski v. First Advantage Form 19 Compliance, LLC
Case No. 1:24-cv-03235-LMM
United States District Court, Northern District of Georgia
CLAIM FORM

**FAF
CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<input type="text"/>		<input type="text"/>
First Name		Last Name
<input type="text"/>		
Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	Telephone Number	Notice ID, if known

II. CASH PAYMENT A – DOCUMENTED LOSSES

- ☐ Check this box if you are requesting compensation for **Ordinary Losses** up to a total of \$1,500.00.
You must submit supporting documentation demonstrating actual, unreimbursed documented losses related to the Cybersecurity Incident.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit reports	\$50
TOTAL AMOUNT CLAIMED:	

- ☐ Check this box if you are requesting compensation for **Extraordinary Losses** up to a total of \$5,000.00.
You must submit supporting documentation demonstrating actual, unreimbursed documented losses due to fraud or identity theft that is fairly traceable to the Cybersecurity Incident.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
TOTAL AMOUNT CLAIMED:	

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

Wilcopolski v. First Advantage Form 19 Compliance, LLC
Case No. 1:24-cv-03235-LMM
United States District Court, Northern District of Georgia
CLAIM FORM

**FAF
CLAIM**

III. CASH PAYMENT B – FLAT PAYMENT

- ☐ Check this box if you wish to receive a \$50.00 payment of Cash Payment A. You do not have to provide supporting documentation to receive this payment.

IV. CREDIT MONITORING SERVICES

- ☐ Check this box if you wish to enroll in Identity Monitoring.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

V. PAYMENT SELECTION

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

- ☐ **PayPal** - Enter your PayPal email address: _____

- ☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

- ☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

- ☐ **Virtual Prepaid Card** - Enter your email address: _____

- ☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VI. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form, and any supporting documentation provided 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

EXHIBIT 5

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LAURA WILCOPOLSKI, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

FIRST ADVANTAGE FORM I 9
COMPLIANCE, LLC,

Defendant.

Case No.: 1:24-cv-03235

Judge Leigh Martin May

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. 23, the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff and Defendant First Advantage Form I9 Compliance, LLC (“Form I9”) (collectively, referred to herein as the “Parties”). The Settlement Agreement with accompanying exhibits is attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

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.

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 persons residing in the United States whose PII may have been compromised in the Cybersecurity Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Form I-9; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) those persons who opt-out of the Settlement in accordance with the terms of this Agreement.

Pursuant to Federal Rule of Civil Procedure 23(e)(1), 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 Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes 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 Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement

Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.**

The Court finds that Plaintiff Laura Wilcopolski will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that MaryBeth V. Gibson, Gibson Consumer Law Group, LLC and Mariya Weekes of Milberg, Coleman Bryson Phillips Grossman PLLC satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

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, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2025, at Courtroom 2107, United States District Court, 75 Ted Turner Drive SW Atlanta, Georgia 30303-3309, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation 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; and (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h).

6. **Settlement Administrator.** The Court appoints Angeion Group, LLC, 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 Claim Form and the Notices attached to the Settlement Agreement as **Exhibits 1, 2, 3 and 4** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with 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 Notice program and 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 Litigation, 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 Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Georgia 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. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. To be effective, such requests for exclusion must be postmarked

no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent 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.

11. **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 notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice, and to file their Objection with this Court. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an

intent to object to the Settlement Agreement must be written and (a) set forth the Settlement Class Member's full name, current address, telephone number, and email address, if any; (b) contain the Settlement Class Member's original signature; (c) state that the Settlement Class Member objects to the Settlement in whole or in part; (d) set forth all grounds for the Objection, accompanied by any legal support for the Objection known to the objector or objector's counsel; (e) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the Objection and 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; (f) and provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

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

the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. 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 Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant's Counsel 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.

13. **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; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (c) 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*.

14. **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, or liability. 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 Litigation or in any other lawsuit.

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

16. **Stay of Litigation.** All proceedings in the Litigation, 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.

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

<u>From Order Granting Preliminary Approval</u>	
CAFA Notice to State and Federal officials	+10 days after filing Motion for Preliminary Approval
First Advantage I9 will deposit \$150,000 into the Settlement Administration Fund	+10 days after Preliminary Approval
First Advantage I9 provides Settlement Class List to the Settlement Administrator	+20 days after Preliminary Approval
Settlement Website Active	+30 days after Preliminary Approval
Notice Deadline (date on which notice commences)	+30 days after Preliminary Approval
<u>From Notice Date</u>	
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	-14 days before Objection and Opt-Out Deadlines
Objection Date	+60 days after Notice Deadline
Opt-Out Date	+60 days after Notice Deadline
Claim Form Deadline (Notice Program concludes)	+90 days after Notice Deadline
<u>Final Approval Hearing</u>	No less than + 120 days after Preliminary Approval Order
Motion for Final Approval and Application for Attorneys' Fees and Costs	-30 days before Final Approval Hearing
Settlement Administrator Provide to Court Notice of Opt-Outs and/or Objections	-20 days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	Day after Final Approval Order if no objections; or 30 days from when any appeal is finalized and a final judgment is affirmed if there are objections.
Defendant's Payment of Settlement Fund amount to Settlement Administrator	On the Effective Date
Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel	+5 days after Effective Date
Settlement Administrator mail Settlement Payments	+60 days after Effective Date

Settlement Website Deactivation	+90 days after Effective Date
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SO ORDERED THIS _____ DAY OF _____, 2024.

Hon. Leigh Martin May
United States District Court Judge
Northern District of Georgia,
Atlanta Division