

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SONOMA**

Daniel Goodwin, individually and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	Case No. 25CV04934
	)	
v.	)	
	)	
Word & Brown Insurance Administrators, Inc.,	)	
	)	
Defendant.	)	
	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement, effective as of the last date of execution hereof (the “Effective Date”), is made and entered into by and among the following Settling Parties (as defined below): (i) Daniel Goodwin (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through their respective counsel, Milberg Coleman Bryson Phillips Grossman, PLLC, (“Proposed Class Counsel” or “Class Counsel”); and (ii) Word & Bown Insurance Administrators, Inc. (“WBIA” or “Defendant” and, together with Representative Plaintiff, the “Parties”). 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 LITIGATION**

This matter concerns a putative class action *Goodwin v. Word & Brown Insurance Administrators, Inc.*, Sonoma County Superior Court Case No. 25CV04934 (the “Litigation”), which arises out of an alleged Data Incident (as defined below) which WBIA discovered on or about October 23, 2024. Specifically, a third-party actor allegedly gained unauthorized access to WBIA’s computer network and/or files which may have included the personal identifiable

information (“PII”) and or protected health information (“PHI”) of Plaintiff and Settlement Class Members.

WBIA notified approximately 3,506 individuals of the Data Incident.

Representative Plaintiff initially filed his putative class action on April 2, 2025 in Orange County Superior Court, Case No. 30-2025-01473069-CU-NP-CXC regarding the Data Incident. This complaint was subsequently dismissed and the instant action was filed.

Over the course of several months, the Parties engaged in hard fought, arms’ length, settlement negotiations. As a result of those efforts, the Parties reached a settlement, which is memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against WBIA and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiff and the Settlement Class Members (collectively, the “Litigation”).

#### **CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING**

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against WBIA through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiff and the Settlement Class Members.

#### **DENIAL OF WRONGDOING AND LIABILITY**

WBIA denies each and all of the claims and contentions alleged against it in the Litigation. WBIA denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the

Litigation. Nonetheless, WBIA has concluded that continuing with the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. WBIA also has taken into account the uncertainty and risks inherent in any litigation. WBIA has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

## **TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class Members, the Proposed Class Counsel, and WBIA that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and judgment shall be entered as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement. The Settling Parties agree that, after entry of judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

### **1. Definitions**

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

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.3 “Claims Administrator” means CPT Group, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.4 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.5 “Claim Form” means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of the State of California, County of Sonoma.

1.8 “Data Incident” means the unauthorized access of WBIA’s computer network(s) by a third party, which was discovered by WBIA in or around October 2024.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit F**, or a judgment substantially similar to such form.

1.13 “Long Notice” means the written long-form notice (including electronic notice) of

the proposed class action settlement to be posted on the settlement website, substantially in the form as shown in **Exhibit C** attached hereto.

1.14 The “Notice Commencement Date” means the date by which notice to Settlement Class Members shall commence and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.15 “Objection Date” means the last date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for WBIA their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.16 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.17 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit E**.

1.19 “Plaintiff’s Counsel” and “Proposed Class Counsel” means Milberg Coleman Bryson Phillips Grossman, PLLC.

1.20 “Related Entities” means WBIA’s past, present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes,

without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.21 “Released Claims” shall collectively mean any and all claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including any violation of the California Consumer Privacy Act, § 1798.100, *et seq.*, and similar state and federal consumer-protection statutes; any violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Complaint in this Litigation. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this

Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 “Released Persons” means WBIA, its Related Entities, and each of its past or present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.23 “Representative Plaintiff” means Daniel Goodwin.

1.24 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.25 “Settlement Class” means all individuals in the United States sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) WBIA and WBIA’s parents, subsidiaries, affiliates, officers and directors, and any entity in which WBIA has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

1.26 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.27 “Settling Parties” means, collectively, WBIA and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.28 “Short Notice” means the postcard short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the settlement website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date (as defined herein)). The Short

Notice will be mailed to all Class Members.

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members and California Settlement Subclass Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Members, including Representative Plaintiff, and California Settlement Subclass Members, any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member and California Settlement Subclass Members shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” as used in this Settlement Agreement includes the District of



Columbia and all territories.

1.31 “Valid Claim” means a Settlement Claim in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

**Settlement Benefits**

1.32 Subject to the terms of this Agreement, Settlement Class Members who submit a valid claim form may elect to claim the benefits described in *either* paragraph 2.2 or 2.3

1.33 (a) Out of Pocket losses. Defendant shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed one thousand five hundred dollars and no cents (\$1,500.00) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (2) fraud associated with the Settlement Class Member’s PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from October 1, 2024, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class.

(b) Credit Monitoring and Identity Protection Services. In addition to Out of Pocket Losses, Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services. Protection and monitoring provided shall include, at a minimum:

- a) Credit monitoring through IDX Identity Theft Protection;
- b) Dark web monitoring;
- c) Identity restoration and recovery services;
- d) \$1,000,000 identity theft insurance with no deductible.

1.34 Alternative Cash Payment. In lieu of the above benefits, Settlement Class Members may submit a claim for an Alternative Cash Payment of \$45, which will be subject to a

*pro rata* decrease as described in paragraph 2.7 below.

1.35 Claims Process. Settlement Class Members seeking reimbursement under ¶¶ 2.1 or 2.2 must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the ninetieth (90<sup>th</sup>) day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”). The Notice will specify this deadline and other relevant dates described herein.

2.4.1 As proof of class membership, any Person filing a claim must attest that he or she is a Settlement Class Member and also submit either (1) a unique code to be provided by the Claims Administrator based on the approved list of class members to be sent direct Notice. In order to claim expense reimbursement, related documentation must be provided with the Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under the laws of the United States. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below in Section 2.6.2), shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.4.3 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.4 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. Mailed claims must be postmarked on or

before the Claims Deadline in order to be valid.

## 2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶¶ 2.1 through 2.3; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.5.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member does not timely accept or reject an offer of partial payment, the Settlement Class Member will be deemed to have accepted such partial payment offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be determined by the Claims Administrator within an additional ten (10) day period.

2.5.5 Defendant and Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by WBIA.

2.7 Aggregate Cap. The total financial responsibility of Defendant and the Released Persons under the terms of this Settlement Agreement, including but not limited to the payment of valid and timely claims of the Settlement Class Members, the cost of credit monitoring services for Settlement Class Members who submit valid and timely claims under, costs of notice and administration, payment of the service award to Plaintiff as approved by the Court, payment of attorneys' fees, costs and litigation expenses to Class Counsel as approved by the Court, and any taxes and tax related expenses in connection with any of the foregoing or this Settlement Agreement, shall not exceed Three Hundred And Thirty Thousand Dollars and Zero Cents

(\$330,000.00) in the aggregate (“Aggregate Cap”). In the event the total financial responsibility of Defendants and/or the Released Persons exceeds this aggregate cap, the Alternative Cash Payments shall be decreased *pro rata* until the total amount of payments due under the Settlement is less than the Aggregate Cap.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Settling Party’s position on the issue of class certification or any other issue. The Settling Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.9 Equitable Terms. In addition to the foregoing settlement benefits, Plaintiff has received assurances that WBIA has implemented or will implement certain reasonable steps to adequately secure its systems and environments. Defendant will confidentially disclose to Class Counsel its information security enhancements since the Data Incident and estimate, to the extent reasonably calculable, the annual cost of those enhancements through 2025. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure. Costs associated with the information security enhancements will be borne by Defendant separate and apart from other settlement benefits.

## **2. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing**

3.1. Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit E**, or an order substantially

similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as Class Representative;
- f) approval of a customary form of short form notice to be mailed to all Class Members ("Short Notice") substantially similar to the one attached hereto as **Exhibit B** and a customary long form notice to be posted on the settlement website ("Long Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 WBIA shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and service awards to Class Representatives, shall be paid by WBIA as set forth in ¶ 7 below, subject to Court approval. Notice shall be provided to Class Members in accordance with the

Notice plan set forth in **Exhibit D**. The Notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. As detailed in the Notice plan, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Claims Administrator also will provide printed copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. The Claims Administrator and/or IDX will provide a toll-free help line to provide Settlement Class Members with additional information about the settlement. In the event that the claims rate is less than 1.5%, the Claims Administrator also will provide Reminder Notices to Settlement Class Members who have not submitted a claim fourteen (14) days before the Claims Deadline. Before the Final Approval Hearing, Proposed Class Counsel and WBIA shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and WBIA's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

### **Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly

manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date, as defined in ¶ 1.19.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 50 timely and valid Opt-Outs submitted, WBIA may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If WBIA voids the Settlement Agreement pursuant to this paragraph, WBIA shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

### **Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state or substantially comply with the following: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an



objection in the appropriate form must be filed with the Court and mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Settlement Class Counsel and counsel for WBIA:

*Upon Proposed Class Counsel at:*

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC.**

John J. Nelson  
402 W. Broadway, Suite 1760  
San Diego, CA 92101

*Upon WBIA's counsel at:*

**O'HAGAN MEYER**

James W. Davidson  
One East Wacker Drive, Suite 3400  
Chicago, IL 60601

5.2 Although the Court's stated policy is to hear from any class member who attends the Final Approval Hearing and asks to speak regarding his or her objection to the settlement, the Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

## **5. Releases**

5.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, 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 participation in the settlement as provided herein) in which any Released Claim is asserted.

5.2 Upon the Effective Date, WBIA shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any debtor-creditor, employment, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

5.3 Notwithstanding any term herein, neither WBIA nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

**6. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff**

6.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that WBIA would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiff as may be agreed to by WBIA and Proposed Class Counsel and/or as ordered by the Court. WBIA and Proposed Settlement Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

6.2 Proposed Class Counsel has agreed to request, and WBIA has agreed to pay, subject to Court approval, the amount of one hundred ten thousand dollars and no cents (\$110,000.00) to Proposed Class Counsel for attorneys' fees and costs and expenses. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's Counsel.

6.3 Subject to Court approval, WBIA has agreed to pay a service award in the amount of one thousand five hundred dollars and no cents (\$1,500.00) to the Representative Plaintiff.

6.4 WBIA shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiff to an account established by Proposed Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party. Proposed Class Counsel will repay to WBIA the amount of the award of attorneys' fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or costs (or both) is upheld, Proposed Class Counsel will repay to WBIA the amount necessary to ensure the amount of attorneys' fees or costs (or both) comply with any Court order.

6.5 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Proposed Class Counsel and service award to Representative Plaintiff consistent with ¶¶ 7.2 and 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), WBIA shall have no

obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

6.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

#### **Administration of Claims**

6.7 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and WBIA shall be given weekly reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by WBIA shall be deemed valid.

6.8 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, WBIA shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

6.9 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

6.10 No Person shall have any claim against the Claims Administrator, WBIA, Proposed Class Counsel, Plaintiff, and/or WBIA's counsel based on distributions of benefits to Settlement Class Members.

**7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

7.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing, as required by ¶ 3.1;
- b) WBIA has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.14.

7.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Proposed Class Counsel and WBIA's counsel mutually agree in writing to proceed with the Settlement Agreement.

7.3 Within seven (7) calendar days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to WBIA's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

7.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling 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 Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties

and shall not be used in the Litigation or in any other proceeding for any purpose, and 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, WBIA shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

#### **Miscellaneous Provisions**

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the

validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between WBIA and Representative Plaintiff in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between WBIA and Representative Plaintiff.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court 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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days

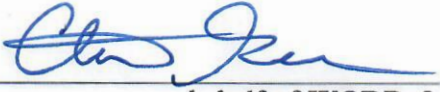


after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and WBIA shall have no obligation to make payments to the Settlement Class Member under ¶ 2.1 to ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**



Clinton Gee, CEO, on behalf of **WORD &  
BROWN INSURANCE  
ADMINISTRATORS, INC.**

c/o



**O'HAGAN MEYER**

James W. Davidson  
One East Wacker Drive, Suite 3400  
Chicago, IL 60601

*Counsel for WBLA*



Daniel Goodwin, Representative Plaintiff

c/o



John J. Nelson

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

402 W. Broadway, Suite 1760

San Diego, CA 92101

Telephone: (858) 209-6941

Email: jnelson@milberg.com

*Counsel for Proposed Representative  
Plaintiff and Class Counsel*

# **EXHIBIT A**

**Must be postmarked or submitted online  
NO LATER THAN [DATE]**

Goodwin v. Word & Brown Insurance  
Administrators, Inc.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
www.[Website address].com

## Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been accessed in the *Goodwin v. Word & Brown Insurance Administrators, Inc.* data security incident (the “Data Incident”) that took place on or about October 23, 2024, and if you did not opt out of the settlement, you may submit a claim.

**The easiest way to submit a claim is online at** www.[Website address].com, or you can complete and mail this Claim Form to the mailing address above.

**You may submit a claim for one or more of these benefits:**

- **Reimbursement of Out-of-Pocket Losses:** You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$1,500.
- **Credit Monitoring Services:** In addition to electing Out of Pocket Losses, you may submit a timely and valid Claim Form for two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.
- **Alternative Cash Payment:** As an alternative to filing a claim for Out-of-Pocket Losses and Credit Monitoring Services, you may submit a timely and valid Claim Form for an Alternative Cash Payment of \$45. The amount of the Alternative Cash Payment will be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

**Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.**

For more information and complete instructions visit [www.gacfdatasettlement.com](http://www.gacfdatasettlement.com).

**Settlement benefits will be distributed after the Settlement is approved by the Court and final.**

## Your Information

*This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by mail or emailing [\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com).*

[illegible][illegible][illegible]

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[illegible]

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## Credit Monitoring Services

You can receive two (2) years of free credit monitoring services including at least \$1,000,000.00 in identity theft protection insurance. You can only choose this option with Out of Pocket Losses.

Please check below to receive the Credit Monitoring Services benefit.

☐ Receive 2 years of Credit Monitoring Services

### Cash Payment

You can submit a claim for Reimbursement of Out-of-Pocket Losses **or** Alternative Cash Payment.

**1. Reimbursement of Out-of-Pocket Losses:** You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$1,500 per person if:

- a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's personally identifiable information ("PII") or (2) fraud associated with the Settlement Class Member's PII;
- b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from October 1, 2024, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class.

**Examples of supporting documentation include (but are not limited to):** Eligible expenses may include fraud-related bank fees, credit freeze costs, credit report fees, and costs associated with identity theft resolution. “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. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Out-of-Pocket Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

**ATTACH DOCUMENTS:** Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

**2. Alternative Cash Payment:** As an alternative to filing a claim for Out-of-Pocket Losses and Credit Monitoring, you can elect to make a claim for a \$45 Alternative Cash Payment.

Please check below to receive the \$45 Alternative Cash Payment.

☐ I choose a cash payment of \$45 in the alternative to compensation for Out-of-Pocket Losses and Credit Monitoring.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.WebAddress.com](http://www.WebAddress.com).

Signature

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

Signature

Date:MM- DD- YYYY

Print Name

# **EXHIBIT B**

**Court Approved Legal Notice**

Case No. [CaseNo]

**If your Personal Information was  
involved in the Data Incident involving  
Word & Brown Insurance  
Administrators on or around October  
23, 2024, you may be entitled to a cash  
payment from a settlement.**

*A Court has authorized this Notice.  
This is not a solicitation from a lawyer.*

*Goodwin v. Word & Brown Insurance  
Administrators, Inc.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606*

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»  
Passcode: «Passcode»  
«Name»  
«Address1» «Address2»  
«City», «State» «Zip»

PRESOTED  
First Class  
US Postage  
PAID



A settlement has been reached in a class action lawsuit filed against Word & Brown Insurance Administrators, Inc. (“WBIA” or “Defendant”) related to a data security incident. The lawsuit, *Goodwin v. Word & Brown Insurance Administrators, Inc.*, alleges that, on or about October 23, 2024, WBIA discovered unauthorized access to its computer systems by a third party (the “Data Incident”). This incident may have involved unauthorized access to personal identifiable information (“PII”) of certain individuals.

**Who is Included?** Records show you may be a member of the Settlement Class, defined as: all living individuals residing in the United States whose PII was potentially implicated in the Data Incident.

**What does the Settlement Provide?** You can file a Claim Form to receive one or more of the following benefits:

**Reimbursement of Out-of-Pocket Losses:** You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$1,500.

**Credit Monitoring Services:** In addition to electing Out of Pocket Losses, you may submit a timely and valid Claim Form for two (2) years of credit monitoring and identity protection services.

**Alternative Cash Payment:** As an alternative to filing a claim for Out-of-Pocket Losses and Credit Monitoring, you may submit a timely and valid Claim Form for an Alternative Cash Payment of \$45.

**Claim Form.** The easiest way to submit a claim is online at [www.\[Website address\].com](#). Use the CPT ID and Passcode located on the front of this postcard to access your Claim Form. Your Claim Form must be submitted by **[Date]**

**Other Options.** If you do not want to be bound by the Settlement, you must opt out by **[Date]**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties from the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by **[Date]**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment or Credit Monitoring Services, and you will be bound by the Settlement, any judgments, and orders. The Court will hold a Final Approval Hearing on **[Date]**, to consider whether to approve the Settlement, the requested Service Award of \$1,500 for the Plaintiff, attorneys’ fees and costs of up to \$110,000, and any objections. You or your own attorney may attend and ask to appear at the hearing, but are not required to do so.

**This notice is a summary.** Learn more about the Settlement at [www.\[Website address\].com](#), or by emailing [\[Email\]@cptgroup.com](#).

# **EXHIBIT C**

**If your Personal Information was involved in the Data Incident involving Word & Brown Insurance Administrators on or around October 23, 2024, you may be entitled to a cash payment.**

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

- A settlement has been reached in a class action lawsuit filed against Word & Brown Insurance Administrators, Inc. (“WBIA” or “Defendant”) related to a data security incident. The lawsuit, *Goodwin v. Word & Brown Insurance Administrators, Inc.*, alleges that, on or about October 23, 2024, WBIA discovered unauthorized access to its computer systems by a third party (the “Data Incident”). This incident may have involved unauthorized access to personal identifiable information (“PII”) of certain individuals.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose personal information was impacted in the Data Incident.
- All Settlement Class Members may be eligible to receive credit monitoring services and either (a) payment for documented losses up to \$1,500 or (b) a **Cash Payment up to \$45**, subject to a pro rata adjustment based upon the total number of valid claims.

**This Notice may affect your rights. Please read it carefully.**

Summary of Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment and/or credit monitoring services.	Online or Postmarked by <b>[Date]</b>
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by <b>[Date]</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND THE HEARING</b>	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on <b>[Date]</b> about the fairness of the Settlement, with or without your own attorney.	Postmarked by <b>[Date]</b>
<b>DO NOTHING</b>	Get no payment or credit monitoring and be bound by the terms of the Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

## BASIC INFORMATION

### 1. Why did I get this notice?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Superior Court of the State of California, County of San Bernardino is overseeing this class action. The case is known as *Goodwin v. Word & Brown Insurance Administrators, Inc.*, Case No. [CaseNo] (the “Litigation”). The individuals who filed this Litigation are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Word & Brown Insurance Administrators, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

Plaintiffs filed this Litigation against Defendant, individually, and seeking to act on behalf of individuals of Defendant whose PII was potentially impacted in the Data Incident.

Plaintiffs allege on or around October 23, 2024, as a result of the Data Incident, there was unauthorized accessibility of their Personal Information. Plaintiffs brought this Litigation against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Litigation.

### 3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the class.

The Class Representative in this Litigation is Daniel Goodwin.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was potentially impacted in the Data Incident.

## 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

## 7. What should I do if I am not sure whether I am included?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.\[Website address\].com](http://www.[Website address].com) or call the Settlement Administrator's toll-free number at [\[Toll-free number\]](tel:[Toll-free number]).

# THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 8. What does the Settlement Provide?

Defendants have agreed to pay up to a total of \$330,000 to cover Settlement Class Member payments, credit monitoring services, notice and administration costs, service awards, and Court-approved attorneys' fees and costs.

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

**Reimbursement of Out-of-Pocket Losses:** You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$1,500 per person if: a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's PII or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from October 1, 2024, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class.

**Credit Monitoring Services:** In addition to electing Out of Pocket Losses, you may submit a timely and valid Claim Form for two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance. Instructions for enrollment will be provided once the Settlement is approved.

**Alternative Cash Payment:** As an alternative to filing a claim for Out-of-Pocket Losses and Credit Monitoring Services, you may submit a timely and valid Claim Form for an Alternative Cash Payment of \$45, which will be subject to a pro rata decrease.

## 9. What am I giving up if I stay in the Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other Litigation against the Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

## 10. What are the Released Claims?

Section 5 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com). For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 11. How can I make a claim?

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at [www.\[Website address\].com](http://www.[Website address].com) by **[Date]** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **[Date]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Postcard Notice sent to you, to file a Claim Form.

You may also download a paper version of Claim Form from the Settlement Website, [www.\[Website address\].com](http://www.[Website address].com) or request a Claim Form be mailed to you by writing to:

*Goodwin v. Word & Brown Insurance Administrators, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
**[Email]**@cptgroup.com

### 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Goodwin v. Word & Brown Insurance Administrators, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
**[Email]**@cptgroup.com

### 13. When will I receive my Cash Payment and Credit Monitor Services?

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitoring Services will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.\[Website address\].com](http://www.[Website address].com) for updates.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

Yes, the Court has appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, 402 W. Broadway, Suite 1760, San Diego, CA 92101 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement.

### 15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

## 16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to \$110,000. Class Counsel will also ask the Court to approve Service Award for the Class Representative of up to \$1,500 for his efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Award will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Award will be made available on the Settlement Website at [www.\[Website address\].com](http://www.[Website address].com).

## OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

## 17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.

The exclusion request must be postmarked and mailed to the Settlement Administrator at the following address by **[Deadline]**:

*Goodwin v. Word & Brown Insurance Administrators, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**You cannot opt out (exclude yourself) by telephone or by email.**

## 18. What happens if I opt out?

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this Litigation. You can only get the settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

## 19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending Litigation, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

### 20. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below and postmarked no later than **[Date]**, to Class Counsel, Defendant's Counsel, and the Settlement Administrator stating you object to the Settlement.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The case name and docket number, *Goodwin v. Word & Brown Insurance Administrators, Inc.*, Case No. **[CaseNo]**.
- 3) Proof that you are a Settlement Class Member (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member)
- 4) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 5) The identity of all counsel representing the objector in connection with the objection;
- 6) A statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and
- 7) Your signature as the objector or the signature of the objector's duly authorized attorney or other duly authorized representative

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse and by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **[Date]**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Superior Court of the State of California, County of San Bernardino 247 West Third Street San Bernardino, CA 92415-0210	John J. Nelson Milberg Coleman Bryson Phillips Grossman, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101	James W. Davidson O'Hagan Meyer One East Wacker Drive, Suite 3400 Chicago, IL 60601	Goodwin v. Word & Brown Insurance Administrators, Inc. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 9260

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Litigation.

### 21. What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.



## THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

### 22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [Date/Time] before the Honorable [Judge] at the Superior Court of the State of California, County of San Bernardino, 247 West Third Street, Courtroom [Courtroom#] San Bernardino, CA 92415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s application for the attorneys’ fees and costs, and the Service Award to the Class Representative.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.\[Website address\].com](http://www.[Website address].com) to confirm the date and time of the Final Approval Hearing has not changed.

### 23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

### 24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

## IF I DO NOTHING

### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Litigation that are released by the Settlement relating to the Incident.

## GETTING MORE INFORMATION

### 26. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.\[Website address\].com](http://www.[Website address].com). You may get additional information at [www.\[Website address\].com](http://www.[Website address].com), by calling [Toll-free number], or by writing to:

*Goodwin v. Word & Brown Insurance Administrators, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
[\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S  
CLERK OFFICE REGARDING THIS NOTICE.**

# **EXHIBIT D**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

Daniel Goodwin, individually, and on behalf of all others similarly situated, <i>et al.</i>	)	Case No. 30-2025-01473069-CU-NP-CXC
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Word & Brown Insurance Administrators, Inc.,	)	
	)	
Defendant.	)	
	)	

**DECLARATION OF CAROLE THOMPSON CLAIMS' ADMINISTRATOR  
REGARDING THE NOTICE PLAN AND ADMINISTRATION**

I, Carole Thompson, declare and state as follows:

1. I am the Associate Director of Case Management, Class Action Services of CPT Group, Inc. ("Settlement Administrator" or "CPT"). The following statements are based on my personal knowledge, the information provided to me by Counsel for the parties and other CPT employees working on this matter, and records of CPT generated and maintained in the usual course of its business. If called on to do so, I could and would testify competently thereto.
2. For this matter, CPT is able and willing to provide Notice and Claims Administration services as provided in the Class Action Settlement Agreement ("Settlement Agreement"), if the parties' motion is approved by the court.
3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.
4. I have been employed by CPT for 10 years. As Associate Director, I am responsible for the oversight and supervision of the team of Case Managers who carry out the duties and tasks related to the administration of consumer settlement matters. I submit this declaration at the request of Counsel in support of the Motion for Preliminary Approval of Class Action Settlement.

### **CPT'S EXPERIENCE RELEVANT TO THIS CASE**

5. CPT is a leader in the settlement administration industry and has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements, including specifically those of the type provided for and made in data breach litigation. In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. Some recent multi-state representative matters include *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404 (Sup. Ct. Cal. Cnty of San Joaquin); *Young v. Good Samaritan Hospital*, Case No. 20STCV30421 (Sup. Ct. Cal. Cnty of Los Angeles); *Heath et al. v. Steel River Systems, LLC.*, Case No. 2023-LA-000006 (IL, 14th Jud. Cir. for Whiteside Cnty., Chanc. Div); *Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. Cal); *In Re Southern Ohio Health Systems Data Breach Litigation*, Case No. A2101886 (CT. Com. Pl. Hamilton Cnty., OH); *Bokelman v. FCH Enterprises, Inc.*, Case No. 18-cv-00209-RJB-RLP (D. Haw); *Christofferson v Creation Entertainment, Inc.* Case No. 19STCV11000 (Sup. Ct. Cal. Cnty of Los Angeles); *Hartranft, et al. v. TVI, Inc. d/b/a/ Savers, Inc., Apogee Retail, LLC*, Case No. 8:15-cv-01081 CJC-DFM (C.D. Cal.); *Lim, et al. v. Vendini, Inc.*, Case No. 1-14-CV-259897 (Sup. Ct. Cal. Cnty of Santa Clara); *Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)*, Case No. 2:16-cv-01183 (D. Utah); *Broomfield v. Craft Brew Alliance, Inc.*, Case No. 5:17-cv-01027-BLF (N.D. Cal); *Jacobo, et al., v. Ross Stores, Inc.*, Case No. 2:15-cv-04701-MWF-AGR<sub>x</sub> (C.D. Cal); *Livingston v. MiTAC Digital Corporation*, Case No. 3:18-cv-05993-JST (N.D. Cal); and *Gold, et al. v. Lumber Liquidators, Inc.*, Case No. 3:14-cv-05373-RS (N.D. Cal.). Some of our single-state representative matters include *V.C. et al. v. Salinas Valley Memorial Healthcare System*, Case No. 20-cv-001923 (Sup. Ct. Cal. Cnty of Monterey); *Krinsk, et al. v Monster Beverage Corporation, et al*, Case No. 37-2014-00020192-CU-BT-CTL (Sup. Ct. Cal. Cnty of San Diego); *Kerr v. The New York Times Co., et al.*, Case No. 37-2016-000010125-CU-MC-CTL (Sup. Ct. Cal. Cnty of San Diego); and *Mount v. Wells Fargo Bank*, Case No. BC395959 (Sup. Ct. Cal. Cnty of Los Angeles).

6. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT's company resume ("CPT CV") is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, experience, as well as our Information Security Statement that details CPT's procedures for the protection of confidential Settlement Class Member information.

7. Due to the sensitive nature of settlement administration, CPT follows a series of strict protocols to protect the integrity of our work that include, but are not limited to, the following: employing security controls and procedures throughout our business that comply with AICPA SOC 2 Type II; requiring of secure file transfer of all Settlement Class Member data, account and wire information; multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data Loss Prevention ("DLP") software; implementation of strict policy regarding the transmittal and storage of SI; requiring staff to complete regular cyber security training; monthly external and internal vulnerability scans to ensure the integrity of our security measures. To protect against potential losses, CPT holds \$5,000,000 in Errors and Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance.

#### **NOTICE AND ADMINISTRATION OVERVIEW**

8. CPT was selected by the parties in the above captioned matter to provide administration services for this settlement. In this capacity, CPT will complete the tasks as detailed in the Settlement Agreement, including but not limited to the following: (a) prepare, print and otherwise disseminate notification of the pending settlement to the Settlement Class Members; (b) establish a dedicated toll-free 24-hour support line with Interactive Voice Response ("IVR") capabilities; (c) establish a dedicated settlement website that that will, among many things, inform Settlement Class Members of the terms of the Settlement and allow them to file a claim form electronically; (d) receive objections submitted by Settlement Class Members; (e) receive and validate claims and requests for exclusion submitted by Settlement Class Members; (f) notify the parties of Settlement Class Members who file timely requests for exclusion and timely claim forms; (g) receive other communications about the settlement; (h) provide secure data management

and reporting; (i) file any required reports with the court; (j) establish a Qualified Settlement Fund for payment of authorized claims; (k) calculate the amounts due to each Settlement Class Member pursuant to the settlement; (l) make payments to Settlement Class Members through the established fund and file all applicable tax returns; and (m) handle any uncashed checks as directed by the court.

### **CLASS NOTICE**

9. CPT understands that in this settlement a Settlement Class Member means:

All individuals in the United States sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) WBIA and WBIA's parents, subsidiaries, affiliates, officers and directors, and any entity in which WBIA has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge.

10. It is also CPT's understanding that the parties expect that the majority of Settlement Class Members can be identified and located from Defendant's records. Within 10 days after the entry of the Preliminary Approval Order, Defendant will provide the class list to CPT. Upon receipt of the Settlement Class Member information CPT will assign a unique identifier to each person in the list that will be used throughout the duration of the administration process. The proposed notification program will include the components as described below.

11. **Direct Notice:** Within 30 days after the entry of the Preliminary Approval Order, CPT will send a Postcard Notice with a tear off Claim Form via U.S. mail to all Settlement Class Members for whom a valid mailing address is provided. Prior to mailing, to increase the success rate of deliverability, CPT will scrub the records to reduce anomalies and duplicates and update the mailing addresses using National Change of Address (NCOA). Any mailed notices that are returned as undeliverable from the post office will be promptly re-mailed if returned with a forwarding address or skip traced in attempt to find the current addresses and promptly re-mailed if ascertained. CPT will also issue reminder notice 14 days prior to the deadline to file a claim form via U.S. mail to Settlement Class Members for whom a valid address is available.

12. **Website:** CPT will set up and administer a dedicated settlement website that will be informative and easy for potential members of the Settlement Classes to navigate. The Settlement Website will include links to the Settlement Agreement, Preliminary Approval Order, Long Form Notice, a downloadable version of the Claim Form, Frequently Asked Questions, and other relevant filings as instructed by the parties or the Court. In addition, the website will provide the information necessary to file a claim online and will provide for secure online submission of Claim Forms and supporting documents. The website address or a hyperlink will also be displayed on all summary notifications described above.

13. **Toll-Free Number/IVR:** CPT will establish a dedicated 24-hour, toll-free support line with Interactive Voice Response (“IVR”) capabilities to provide potential members of the Settlement Class with: (a) general and detailed information about the Action; (b) answers to frequently asked questions; and (c) information relating to filing a claim form or opt out.

14. In addition, CPT will maintain a dedicated email inbox for handling inquiries from potential Settlement Class Members and claimants.

### **PROCESSING OF RESPONSES FROM CLASS**

15. CPT understands that Settlement Class Members can make a claim by completing the claim form and submitting it by mail to CPT at the address shown in the Notice or by submitting it online via the settlement website. In accordance with the terms of the parties’ Settlement Agreement, CPT will review all claim forms and supporting documents submitted and confirm



that they are valid, submitted by a qualifying Settlement Class Member, and that all necessary information has been provided to support the claim.

16. CPT also understands that Objections and Opt-Outs must be served in writing as instructed in the Notice. CPT will maintain a record of and inform the parties of all Opt-Out requests submitted by Settlement Class Members, as well as any Objections CPT may receive.

### **ADMINISTRATION FEES**

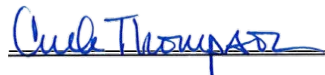
17. CPT estimates its costs for the notice and administration of this Settlement will be approximately \$20,500.00 based on 3,200 Settlement Class Members and a claim filing rate of 30%. CPT understand that the costs related to claims administration will be paid by Defendant.

### **CONCLUSION**

18. The proposed Notice Plan includes individual direct notice to all members of the Settlement Class who can be identified through reasonable efforts as well as a Settlement Website and toll-free hotline. Based on our experience with similar cases, the notice program described herein is consistent with other court-approved notice programs and will provide Settlement Class Members with notice of their legal rights and comports with due process requirements.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on August 28, 2025, at Irvine, California.



Carole Thompson

# **EXHIBIT A**

# CURRICULUM VITAE



50 Corporate Park  
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



## COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

## QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

## DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

## AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

## EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

## EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01C118008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.



## QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



### **JULIE N. GREEN,** **Senior Vice President of Operations** **Notice Expert**

With 19 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

### **RANDI J. MARTZ,** **Director of Marketing & Business Development** **Notice Expert**

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 15 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

### **JACQUELINE N,K. HITOMI,** **Director of Settlement & Treasury Services**

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

### **ABEL E. MORALES,** **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

### **J. LES GAINOUS,** **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.



## QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



### **ALEJANDRA ZARATE,** **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

### **TARUS DANCY** **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

### **JULIAN HUYNH** **Supervising Disbursement Administrator**

Julian Huynh is the Supervising Disbursement Administrator at CPT and oversees the disbursement team in implementing the settlement distribution process. In his role, Julian ensures the quality of the settlement calculations and payments made through the Qualified Settlement Fund to class members, counsel, and state and federal government agencies are timely and accurate for every case. In addition, Julian maintains the bank ledger reconciliations, confirming that the cleared payments are authentic and free from fraudulent activity.

Prior to joining the CPT team, Julian worked at the Orange County Registrar of Voters to conduct fair and accurate elections. He also was a prior member of the Army National Guard stationed out of Bell, CA. Julian holds a B.A. in Political Science and History from the University of California, Santa Barbara.

### **TIM CUNNINGHAM,** **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

### **CAROLE THOMPSON,** **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

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## EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

# **EXHIBIT 1**



## INFORMATION SECURITY STATEMENT

### Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

# INFORMATION SECURITY STATEMENT

## Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and Crowdstrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

# INFORMATION SECURITY STATEMENT

## Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

### Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



# **EXHIBIT 2**

## **TRANSMISSION METHODS FOR SENSITIVE INFORMATION**

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

### **A. CLIENT DATA TRANSMISSION METHODS**

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

### **B. BANK WIRE INFORMATION**

*Incoming from Defense Counsel to QSF.*

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

*Outgoing from QSF to Plaintiff Counsel.*

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.


# **EXHIBIT 3**



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Class Action Administrators

The Industry's Premier  
Class Action Administrator



**CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.**

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

#### **Value Added Philosophy**

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

#### **Best In Class Service**

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

#### **Capabilities**

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

#### **One team. One purpose. We put you first.**

#### **Proprietary Technology and Superior Workflow**

Without doubt, the security of settlement information is of the utmost importance.



### **AdminLink: Internal Case Information Access Management**

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

### **Comprehensive Marketing**

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

## **Comprehensive Service**

### **Pre-Settlement Consulting**

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

### **Legal Notification**

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

### **Data Management**

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

### **Class Member Assistance**

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

### **Claims Administration**

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

### **Settlement Fund Administration**

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

### **Widespread Experience**

- |                            |                       |
|----------------------------|-----------------------|
| • FLSA                     | • Government Services |
| • Wage & Hour              | • Insurance           |
| • Labor & Employment       | • Securities          |
| • PAGA                     | • Finance             |
| • Consumer                 | • Antitrust           |
| • Product Liability        | • ERISA               |
| • Data Breach Notification |                       |

### **Contact Us 800.542.0900**

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

# **EXHIBIT E**

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*Attorneys for Plaintiff and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SONOMA**

DANIEL GOODWIN, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

WORD & BROWN INSURANCE  
ADMINISTRATORS, INC.,

Defendant.

Case No. 25CV04934

**[PROPOSED] ORDER GRANTING  
PLAINTIFF’S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiff Daniel Goodwin (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Defendant Word & Brown Insurance Administrators, Inc. (“WBIA,” “Defendant” and, collectively with Plaintiff, the “Settling Parties”) have entered into a Class Action Settlement Agreement and Release (the “Class Settlement Agreement” or “S.A.”) resolving the Litigation,<sup>1</sup> subject to Court approval;

WHEREAS, Plaintiff alleges that a third-party threat actor allegedly gained unauthorized access to WBIA’s systems and may have accessed and acquired files containing the personal identifiable information (“PII”) and/or protected health information (“PHI”) of

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<sup>1</sup> The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Class Settlement Agreement, except as may otherwise be indicated.

1 certain current and former WBIA employees. WBIA notified approximately 3,506 individuals  
2 of the Data Incident, including Representative Plaintiff.

3 WHEREAS, this Litigation was settled, after several months of arm's-length  
4 negotiations between counsel well experienced in class action litigation, investigation, and  
5 informal discovery sufficient to permit counsel to act knowingly;

6 WHEREAS, Plaintiff has moved the Court for entry of an order preliminarily approving  
7 the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and  
8 approving the form and method of notice upon the terms and conditions set forth in the  
9 Settlement, together with all exhibits thereto;

10 WHEREAS, WBIA denies any and all alleged wrongdoing and denies any liability to  
11 Plaintiff, to members of the putative class, or to members of the Settlement Class; and

12 WHEREAS, the Court having considered the Settlement, together with all exhibits  
13 thereto, the records in this case, and the arguments of counsel and for good cause appearing,  
14 hereby orders as follows:

15 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

16 Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.

17 1. The terms defined in the Class Settlement Agreement shall have the same  
18 meaning in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary  
19 Approval Order").

20 2. Having made the findings set forth below, the Court conditionally certifies the  
21 following class for settlement purposes only under California Civil Procedure Code Section  
22 382:

23 all individuals in the United States sent a notice of the Data Incident.

24 The Settlement Class is estimated to contain 3,506 members.

25 Excluded from the Settlement Class and California Settlement Subclass are: (i) WBIA  
26 and WBIA's parents, subsidiaries, affiliates, officers and directors, and any entity in which  
27 WBIA has a controlling interest; (ii) all individuals who make a timely election to be excluded

1 from this proceeding using the correct protocol for opting out; (iii) the attorneys representing  
2 the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well  
3 as their immediate family members; and (v) any person found by a court of competent  
4 jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data  
5 Incident, or who pleads nolo contendere to any such charge.

6 3. For settlement purposes only, with respect to the Settlement Class, the Court  
7 preliminary finds the prerequisites for a class action pursuant to California Code of Civil  
8 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that  
9 joinder of all individual Settlement Class members in a single proceeding is impracticable; (b)  
10 questions of law and fact common to all Settlement Class Members predominate over any  
11 potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the  
12 Settlement Class; (d) Plaintiff and proposed Settlement Class Counsel will fairly and adequately  
13 represent the interests of each Settlement Class Member; and (e) a class action is the superior  
14 method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382.

15 4. The Court hereby appoints Daniel Goodwin as Representative Plaintiff for the  
16 Settlement Class.

17 5. The Court hereby appoints Milberg Coleman Bryson Phillips Grossman, PLLC  
18 as Settlement Class Counsel.

## 19 II. PRELIMINARY APPROVAL

20 6. The terms of the Settlement, including its proposed release, are preliminarily  
21 approved as within the range of fair, reasonable, and adequate terms of settlement, and are  
22 sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance  
23 with the Notice Program, and are subject to further and final consideration at the Final Approval  
24 Hearing provided for below.

25 7. In making this determination, the Court considered the fact that the Settlement  
26 is the product of arm's-length, good faith negotiations and conducted by experienced and  
27 knowledgeable counsel, the current posture of the Litigation, the benefits of the Settlement to  
28

1 the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and  
2 the Settlement Class.

3 8. As provided for in the Settlement, if the Court does not grant final approval of  
4 the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then  
5 the Settlement, and the conditional certification of the Settlement Class for settlement purposes  
6 only provided for herein, will be vacated and the Litigation shall proceed as though the  
7 Settlement Class had never been conditionally certified for settlement purposes only, with no  
8 admission of liability or merit as to any issue, and no prejudice or impact as to any of the Settling  
9 Parties' positions on the issue of class certification or any other issue in the case.

### 10 III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

11 9. The Court appoints CPT Group as the Claims Administrator. The responsibilities  
12 of the Claims Administrator are set forth in the Class Settlement Agreement.

13 10. The Court has considered the notice provisions of the Settlement, the Notice  
14 Program set forth in the Class Settlement Agreement, and the Short Notice and Long Notice,  
15 attached as **Exhibits B and C** to the Class Settlement Agreement, respectively. The Court finds  
16 that the direct mailing of notice in the manner set forth in the Notice Program is the best notice  
17 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and  
18 this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with  
19 applicable law and due process. The Court approves as to form and content the Short Notice  
20 and Long Notice in the forms attached as **Exhibits B and C** to Class Settlement Agreement,  
21 respectively.

22 11. The Settling Parties are ordered to give notice to all Settlement Class Members  
23 in accordance with California Rule of Court, Rule 3.771(b). The Court orders the Claims  
24 Administrator to commence the Notice Program following entry of this Preliminary Approval  
25 Order in accordance with the terms of the Settlement.





objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

19. Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

20. To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, which is sixty (60) days after the Notice Commencement Date.

21. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to object to the Class Settlement Agreement and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

## **VI. THE FINAL APPROVAL HEARING**

22. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_ [a.m./p.m.], in the Superior Court for the County of Sonoma, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Settlement Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Representative Plaintiff's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing

may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

23. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiff and Settlement Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Award.

24. No later than 21 days prior to the Final Approval Hearing, Plaintiff shall file his Motion for Final Approval of Class Action Settlement and for Motion for Attorneys' Fees and Expenses Award and/or Incentive Awards. No later than 7 days prior to the Final Approval Hearing, Plaintiff shall file any Reply Brief in Support of Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees, Costs, and Plaintiff's Service Award, including as needed to respond to any valid and timely objections. If there is no objection to the Settlement and no additional information necessary to submit to the Court, no Reply Brief is necessary or required.

25. The related time periods for events preceding the Final Approval Hearing are as follows:

<u>Event</u>	<u>Timing</u>
Notice Commencement Date	30 Days after Preliminary Approval
Objection Deadline	60 Days after Notice Commencement Date
Last Day to Opt-Out	60 Days after Notice Commencement Date
Motion for Attorneys' Fees, Costs, and Service Award	14 Days Prior to Objection and Opt-Out Deadlines
Motion for Final Approval	21 Days Prior to the Final Approval Hearing
Claims Deadline	90 Days after Notice Commencement Date

<u>Event</u>	<u>Timing</u>
Reply Papers in Support of Final Approval	7 Days Prior to the Final Approval Hearing
Final Approval Hearing	No Less Than 120 Days after Preliminary Approval, or shortly thereafter

26. All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

27. Any actions brought by Settlement Class Members concerning the Released Claims are stayed pending the Court's entry of the Final Order and Judgment.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON.  
JUDGE OF THE SUPERIOR COUR

# **EXHIBIT F**

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*Attorneys for Plaintiffs and the  
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SONOMA**

DANIEL GOODWIN, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

WORD & BROWN INSURANCE  
ADMINISTRATORS, INC,

Defendant.

Case No. 25CV04934

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL, ATTORNEYS' FEES AND  
EXPENSES AWARD, AND SERVICE  
AWARD**

Hearing Date:  
Hearing Time:  
Hearing Location:

This matter came before the Superior Court of the State of California, in and for the County of Sonoma on       , 2026. The Court, having carefully considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Final Approval of Class Action Settlement and Expenses Award, and Incentive Award.

**FINDINGS**

Based on the oral and written argument and evidence presented in connection with the Motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the proposed Settlement Agreement ("Agreement").

2. This Court has jurisdiction over the subject matter of the above-captioned litigation and over all parties to this litigation, including the Settlement Class.

### **Preliminary Approval of the Settlement**

3. On \_\_\_\_\_, 2025, this Court granted preliminary approval of a class-wide settlement. At this same time, the Court approved certification of a provisional Settlement Class for settlement purposes only.

### **Notice to the Plaintiff Class**

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Settlement Class Members at their last known addresses. Mailing the Class Notice to their last known addresses was the best notice practicable under the circumstances and reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Settlement Class.

5. The deadline for opting out or objecting has passed. One Settlement Class Member has opted out and none have objected. There was an adequate interval between mailing of the Notice and the deadline to permit Settlement Class Members to choose what to do and act on their decision. The name of the Settlement Class Member who opted out of the Settlement is attached to the Declaration of the Settlement Administrator as Exhibit \_\_\_\_.

### **Fairness of the Settlement**

6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

7. There has been no collusion between the parties in reaching the proposed settlement.

8. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

9. Counsel for both parties have experience in similar data breach class action litigation. All counsel recommended approval of the Agreement.

10. The consideration to be given to the Settlement Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable, and adequate compensation for the release of

1 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the  
2 delays which would ensue from continued prosecution of the action.

3 11. The proposed Agreement is approved as fair, adequate, reasonable and in the best interests  
4 of Settlement Class Members.

5 **Attorneys' Fees and Costs**

6 12. The Agreement provides for (and Class Counsel seeks) an award of \$110,000 to Class  
7 Counsel as attorneys' fees and reasonable expenses in this action, to be paid by Defendant separate  
8 and apart from the relief offered to the Settlement Class. Class Counsel reports they incurred  
9 \$\_\_\_\_\_ in reasonable expenses.

10 13. The award of attorneys' fees and reimbursement of litigation expenses are reasonable, in  
11 light of the contingent nature of Class Counsel's fees, the substantial amount of work actually  
12 performed such that Class Counsel will not receive a windfall incommensurate with the time and  
13 effort dedicated to the case, the risks assumed, the results achieved by Class Counsel, and due to  
14 the significant amount of work Class Counsel anticipates post-final approval of the settlement.

15 **Service Award**

16 14. The Agreement provides for a Service Award of up to \$1,500 for Representative Plaintiff,  
17 to be paid by Defendant separate and apart from the relief offered to the Settlement Class. The  
18 Court finds this Service Award reasonable considering the risks and burdens undertaken by  
19 Representative Plaintiff in this action and for his time and effort in bringing and prosecuting this  
20 matter on behalf of the Settlement Class.

21 **Reimbursement of Settlement Administration Costs**

22 15. The Agreement provides for reimbursement of CPT Group's Settlement administration  
23 costs, to be paid by Defendant separate and apart from the relief offered to the Settlement Class,  
24 in the amount of \$\_\_\_\_\_. The Court finds this reimbursement reasonable considering the work  
25 required to send the Notice, process settlement payments, establish and update a settlement  
26 website and communicate extensively with Class Members and Class Counsel.

27 **IT IS HEREBY ORDERED THAT:**

1        16. The Settlement Class is certified for the purposes of settlement only. The Settlement Class  
2 is hereby defined as: “all individuals in the United States sent a notice of the Data Incident”.  
3 Excluded from the Settlement Class are: (i) WBIA and WBIA’s parents, subsidiaries, affiliates,  
4 officers and directors, and any entity in which WBIA has a controlling interest; (ii) all individuals  
5 who make a timely election to be excluded from this proceeding using the correct protocol for  
6 opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to  
7 hear any aspect of the Litigation, as well as their immediate family members; and (v) any person  
8 found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
9 aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

10        17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best  
11 interest of the Settlement Class.

12        18. Class Counsel are awarded attorneys’ fees and litigation expenses in the amount of  
13 \$110,000, to be paid by Defendant. Class Counsel shall not seek or obtain any other compensation  
14 or reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

15        19. Representative Plaintiff is awarded a Service Award of \$1,500, to be paid by Defendant.

16        20. CPT Group shall be reimbursed for its Settlement Administration Costs in the amount of  
17 \$\_\_\_\_\_.

18        21. A Final Judgment in this action is hereby entered and this shall constitute a Judgment for  
19 purposes of California Rules of Court, Rule 3.769(h).

20        22. This Final Judgment shall bind each Settlement Class Member and shall operate as a full  
21 release and discharge of the Released Claims against the Released Parties. All rights to appeal the  
22 Final Judgment have been waived. This Final Judgment and Final Approval Order shall have res  
23 judicata effect and bar all Settlement Class Members from bringing any action asserting  
24 Settlement Class Members’ Released Claims under the Agreement.

25        23. The Agreement and Settlement are not an admission by Defendant, nor is this Final  
26 Approval Order a finding, of the validity of any claims in this action or of any wrongdoing by  
27 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any  
28 document referred to herein, nor any action taken to carry out the Agreement is, may be construed



1 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
2 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
3 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
4 an admission or concession with regard to the denials or defenses by Defendant and shall not be  
5 offered in evidence in any action or proceeding against Defendant in any court, administrative  
6 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
7 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.  
8 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other  
9 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers  
10 and records on file in the case as evidence of the Settlement to support a defense of res judicata,  
11 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to  
12 the Released Claims.

13 24. Notice of entry of this Final Approval Order and Final Judgment shall be given to Class  
14 Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary to send  
15 notice of entry of this Final Approval Order and Final Judgment to individual Settlement Class  
16 Members, which shall be posted on the settlement website. The time for any appeal shall run from  
17 service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel on  
18 Defendant.

19 25. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to construe,  
20 interpret, implement and enforce the Agreement and this Judgment, to hear and resolve any  
21 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
22 arising from or in connection with the distribution of settlement benefits.

23 26. In the event the Settlement does not become final and effective in accordance with the  
24 terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become  
25 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered  
26 in connection herewith shall be rendered null and void and shall be vacated.

27 27. A Compliance Hearing is hereby set for \_\_\_\_\_. At least ten (10) court days  
28 before the Compliance Hearing, Class Counsel shall submit a Case Management Conference

1 Statement, accompanied by a Declaration from the Claims Administrator (including a summary  
2 accounting identifying the distributions made, the number and value of any uncashed checks, the  
3 status of any unresolved issues, and any other matters appropriate to evaluate the effectiveness  
4 and completeness of the distribution).

5  
6 **IT IS SO ORDERED.**

7  
8 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
HON.  
JUDGE OF THE SUPERIOR COURT

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$330K Word & Brown Insurance Settlement Ends Class Action Lawsuit Over October 2024 Data Breach](#)

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