

**IN THE DISTRICT COURT OF STORY COUNTY, IOWA
CIVIL DIVISION**

JUSTIN ZOBEL, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

YOUTH AND SHELTER SERVICES, INC.,

Defendant.

Case No. CVCV054132

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement¹ is entered into between Plaintiff, individually and on behalf of the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a healthcare and addiction treatment provider serving youth patients throughout Iowa, with programs focusing on substance abuse treatment, counseling, crisis stabilization, shelter and housing assistance, and mental and behavioral health. In the course of its operations, Defendant collects, maintains, and stores Private Information pertaining to its current and former patients and employees, including names, dates of birth, Social Security numbers, driver's license numbers, financial account information, medical information, health insurance information, billing & claims information, passport numbers, and other government-issued identification numbers.

2. In September 2023, Defendant discovered suspicious activity on its computer

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

network and that certain systems functions were inaccessible as a result. It was subsequently determined that the Private Information of approximately 20,000 current and former patients and employees of Defendant may have been impacted in the Data Incident.

3. In or around December 2024, notification letters were sent to potentially impacted individuals, including Plaintiff and the Settlement Class, regarding the potential unauthorized access to some combination of their Private Information in the Data Incident. Following Defendant's notification of the Data Incident, Plaintiff filed the instant putative class action lawsuit arising from the Data Incident, asserting claims against Defendant for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, and invasion of privacy.

4. Shortly thereafter, considering the risk, expense, and delay of continued litigation and in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing an early resolution of the Action through settlement. To aid in these discussions, Plaintiff requested and Defendant produced informal discovery regarding the nature and cause of the Data Incident and the makeup of the Settlement Class.

5. Following months' of hard-fought, arm's-length negotiations, the Parties were able to reach agreement as to all material terms of this Settlement.

6. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault

or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

II. Definitions

7. “**Action**” means the above-captioned putative class action lawsuit, Justin Zobel v. Youth and Shelter Services, Inc. (Case No. CVCV054132), pending in the District Court in and for Story County, Iowa.

8. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, including all of its attachments and exhibits.

9. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and reimbursement for costs, and Service Awards for the Class Representatives.

10. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who submit a Valid Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash, pursuant to Section IV of this Agreement.

11. “**Cash Payment A – Documented Losses**” means the form of cash compensation Settlement Class Members may elect as a Settlement Class Member Benefit for reimbursement of

documented losses related to the Data Incident (up to \$2,500.00 per Claimant), pursuant to section IV of this Agreement.

12. “**Cash Payment B – Alternate Cash**” means the flat-cash payment Settlement Class Members may elect as a Settlement Class Member Benefit (\$50.00 per Claimant), pursuant to section IV of this Agreement.

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

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

15. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval.

16. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

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

18. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A.

19. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current physical addresses.

20. “**Class Representative**” means the Plaintiff that the Court approves as representative of the Settlement Class.

21. “**Complaint**” means the Class Action Complaint filed in this Action.
22. “**Court**” means the Iowa District Court in and for Story County, and the Judge(s) assigned to the Action.
23. “**Data Incident**” means the alleged unauthorized access to Defendant’s computer network resulting in the acquisition of the Settlement Class’s Private Information in or around September 2023.
24. “**Defendant**” means Youth and Shelter Services, Inc., the defendant in the Action.
25. “**Defendant’s Counsel**” means David A. Yudelson of Constangy, Brooks, Smith & Prophete, LLP.
26. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.
27. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.
28. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.
29. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*.

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

31. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

32. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

33. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

34. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

36. “**Objection Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

37. “**Opt-Out Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

38. “**Party**” means either Plaintiff or Defendant, and “**Parties**” means Plaintiff and Defendant collectively.

39. “**Plaintiff**” means Justin Zobel, the plaintiff in this Action.

40. “**Postcard Notice**” means the mail form of Notice of the Settlement, substantially

in the form attached hereto as *Exhibit 1*, that will be distributed to those Settlement Class Members for whom physical addresses are maintained by Defendant.

41. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

42. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claim Process, substantially in the form attached hereto as *Exhibit 4*.

43. “**Private Information**” means any combination of names, dates of birth, Social Security numbers, driver's license numbers, financial account information, medical information, health insurance information, billing & claims information, passport numbers, and other government-issued identification numbers.

44. “**Releases**” means the releases and waiver set forth in section XI of this Agreement.

45. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, including but not limited to any claims that were asserted or could have been asserted in the Action.

46. “**Released Parties**” means Defendant its past, present, and future parents,

subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

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

48. “**Service Awards**” means the payment the Court may award Plaintiff for serving as Class Representative, which is in addition to any Settlement Class Member Benefit due to Plaintiff as a Settlement Class Member.

49. “**Settlement Administrator**” means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

50. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and administration of the Settlement administration, for which Defendant shall be solely responsible for payment.

51. “**Settlement Class**” means all living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge

assigned to the Action, that Judge's immediate family, and Court staff; and (d) any other person 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.

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

53. “**Settlement Class Member Benefits**” means the Cash Payments that Settlement Class Members may elect in the Settlement.

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

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

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

III. Certification of the Settlement Class

56. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

57. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Cash Payments to the Settlement Class; (b) all Settlement Administration Costs; (c) Court-awarded attorneys' fees costs to Class Counsel; and (d) a Court-awarded Service Award to the Class Representative. Settlement Class Members who do not file a Valid Claim or those who opt-out of the Settlement will not receive a Cash Payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

58. **Cash Payments.** All Settlement Class Members are eligible to submit Claims for Cash Payments under this Agreement. When submitting a Claim, Settlement Class Members may choose either (a) Cash Payment A – Documented Losses, or (b) Cash Payment B – Alternate Cash.

All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment.

a. Cash Payment A – Documented Losses

All Settlement Class Members are eligible to submit a claim for up to \$2,500.00 per Claimant upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive this payment for documented losses, a Settlement Class Member must complete and submit a Claim Form electing Cash Payment A – Documented Losses, and include documentation in support of the losses claimed. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Claimant do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Claimant does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Claim for Cash Payment A – Documented Losses and the Claimant fails to cure, the Claim for Cash Payment A – Documented Losses will be rejected and treated as one for Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B – Alternate Cash, which is a Cash Payment in the amount of

\$50.00 per Claimant. There is no documentation required to claim this Settlement Class Member Benefit.

59. ***Settlement Administration Costs.*** Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

V. Settlement Approval

60. Within five days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for Settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow as Class Counsel; (7) appoint Plaintiff as the Class Representative; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

62. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

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

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments, to Settlement Class Members;

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

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

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

e. Responding to any mailed Settlement Class Member inquiries;

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

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

opt-out requests and objections received to date, and other pertinent information;

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

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and

64. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

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

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

66. Within 20 days following entry of the Preliminary Approval Order, the Settlement

Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice, which shall be double-sided with a tear-off Claim Form.

67. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

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

69. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

70. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

71. **Opt-Outs.** The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out at any before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, even if that Settlement Class Member does not submit a Valid Claim.

72. **Objections.** The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objector must submit the objection before the Objection Deadline, as specified in the Notice, and must not have excluded him or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage

prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval

Hearing in support of the objection (if any);

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

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

73. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Process and Disbursement of Cash Payments

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

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

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

77. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class

member in an effort to determine which Claim Form is the appropriate one for consideration.

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

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

timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

83. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date, or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 10 days of the invoice.

84. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute Cash Payments to the Settlement Class.

85. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement

Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

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

IX. Final Approval Order and Final Judgment

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

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

other things:

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

X. Service Awards; Attorneys' Fees and Costs

88. *Service Awards.* In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,500.00. The Service Award to the Class Representative shall be separate and apart from Class Representative's entitlement to Settlement Class Member Benefits under this Agreement. If approved, Defendant shall pay or cause to be paid the Service Award to Class Counsel by check

or wire transfer to an account designated by Class Counsel within five days of the Effective Date, separate from Defendant's obligation to pay Settlement Administration Costs and Cash Payments to the Settlement Class.

89. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of \$200,000.00 for attorneys' fees and reasonable litigation costs. Defendant will not oppose the request for attorney's fees and costs up to that amount. Defendant shall pay or cause to be paid the court-approved attorneys' fees and costs award to Class Counsel by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date, separate from Defendant's obligation to pay Settlement Administration Costs and Cash Payments to the Settlement Class.

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

XI. Releases

91. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law,

California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

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

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

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

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

d. The Effective Date has occurred.

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

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

XIII. Effect of Termination

97. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

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

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

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

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

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

XV. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

112. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

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

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

If to Plaintiff or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

David A. Yudelson
Constangy, Brooks, Smith & Prophete LLP
2029 Century Park East, Ste. 1100
dyudelson@constangy.com

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

114. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the

Settlement has been approved preliminarily by the Court, approved by the Court.

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

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

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

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

adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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


CLASS COUNSEL (on behalf of Plaintiff and the proposed Settlement Class)

Jeff Ostrow

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Date: 4/23/2026

YOUTH AND SHELTER SERVICES, INC.

Signed by:


BDE102038E39496...

By: Andrew Allen

Its: President and CEO

Date: 4/10/2026

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4

EXHIBIT 5

Youth and Shelter Services Data Incident

Settlement

c/o Settlement Administrator

P.O. Box _____

First-Class
US Postage
Paid
Permit # _____

***Justin Zobel v.
Youth and Shelter Services, Inc.***

Case No. CVCV054132

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE SEPTEMBER 2024
YOUTH AND SHELTER SERVICES, INC.,
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO
A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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



Why am I receiving this notice?

A Settlement has been reached with Youth and Shelter Services, Inc. ("Youth and Shelter Services") in a class action lawsuit ("Settlement"). The case is about the September 2024 cyberattack on Youth and Shelter Services' computer systems (the "Data Incident"). Files containing Private Information were accessed. Youth and Shelter Services denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant."

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

What are the Settlement benefits?

You can claim one of two **Cash Payment** options.

Option 1: If you have documented losses you can get back up to **\$2,500** for out-of-pocket expenses.

Option 2: *instead of a payment from Option 1*, you can get a one-time **\$50** payment. Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

If you are claiming documented losses, file a claim online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

Claims must be submitted online or postmarked by [Claims Deadline].

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Youth and Shelter Services for the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to \$200,000, and \$2,500 as a service award for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

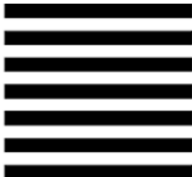


NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



Youth and Shelter Services Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Justin Zobel v. Youth and Shelter Services, Inc.

Case No. CVCV054132

District Court for Story County, Iowa

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE SEPTEMBER 2024 YOUTH AND SHELTER SERVICES, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Youth and Shelter Services, Inc. (“Youth and Shelter Services” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Youth and Shelter Services' computer systems that occurred in September 2024 (the “Data Incident”). Certain files that contained Private Information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver's license numbers; financial account information; medical information; health insurance information; billing & claims information; passport numbers; and other government-issued identification numbers.
- The lawsuit is called *Justin Zobel v. Youth and Shelter Services, Inc.*, Case No. CVCV054132. It is pending in the District Court for Story County, Iowa (the “Litigation”).
- Youth and Shelter Services denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Youth and Shelter Services' records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Youth and Shelter Services.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

WHAT THIS NOTICE CONTAINS

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 THE SETTLEMENT BENEFITS..... 4
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 THE LAWYERS REPRESENTING YOU 6
 OPTING OUT FROM THE SETTLEMENT 6
 COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7
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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Justin Zobel v. Youth and Shelter Services, Inc.*, Case No. CVCV054132. It is pending in the District Court for Story County, Iowa. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company he sued, Youth and Shelter Services, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the September 2024 targeted cyberattack on Youth and Shelter Services’ computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver’s license numbers; financial account information; medical information; health insurance information; billing & claims information; passport numbers; and other government-issued identification numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representative is Justin Zobel. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive

benefits from the Settlement. The Plaintiff and their attorney think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.”

6. Are there exceptions to being included?

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

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CASH PAYMENTS. Settlement Class Members who have documented losses may claim a payment from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between September 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

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

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

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

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

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

Youth and Shelter Services Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Jeff Ostrow of Kopelowitz Ostrow P.A., to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$200,000.00 as reasonable attorney’s fees and costs of litigation. This amount will be paid by Youth and Shelter Services.

Class Counsel will also ask for a Service Award Payment of \$2,500.00 for the Class Representative. The Service Award Payment will also be paid by Youth and Shelter Services.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Youth and Shelter Services on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Justin Zobel v. Youth and Shelter Services, Inc.*, Case No. CVCV054132, pending in the District Court for Story County, Iowa;

- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Youth and Shelter Services Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

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

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

You cannot object if you have opted-out from the Settlement (**see Question 15**)

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

- (1) the name of the Litigation: *Justin Zobel v. Youth and Shelter Services, Inc.*, Case No. CVCV054132, pending in the District Court for Story County, Iowa;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- (6) the number of times in which the objector’s counsel and/or the objector’s counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

- (7) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) a statement confirming whether the objector and/or objector’s counsel intends to personally appear and/or testify at the Final Approval Hearing; and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant’s Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Youth and Shelter Services Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301	David A. Yudelson Constangy, Brooks, Smith & Prosphe LLP 2029 Century Park East, Suite 1100 Los Angeles, CA 90067

17. What is the difference between objecting and excluding?

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

The Court’s Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the District Court for Story County, Iowa, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel’s request for an attorneys’ fees and costs award and the request for a Service Award to the Class Representative. The Court will also consider any timely objections to the Settlement.

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

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

Case No. CVCV054132

District Court for Story County, Iowa

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.”

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

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

AVAILABLE BENEFITS

All Settlement Class Members may claim **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CASH PAYMENTS. Settlement Class Members who have documented losses may claim a payment from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between September 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

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



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

E-FILED 2026 APR 24 4:40 PM STORY - CLERK OF DISTRICT COURT
Justin Zobel v. Youth and Shelter Services, Inc.

Case No. CVCV054132
District Court for Story County, Iowa

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

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

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



Case No. CVCV054132

District Court for Story County, Iowa

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

III. CASH PAYMENT B – ALTERNATE CASH

Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II.**

IV. PAYMENT SELECTION

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

PayPal
Email address, if different than you provided in Section 1: _____

Venmo
Mobile number, if different than you provided in Section 1: _____

Zelle
Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card
Email address, if different than you provided in Section 1: _____

Physical Check
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date



**IN THE DISTRICT COURT OF STORY COUNTY, IOWA
CIVIL DIVISION**

JUSTIN ZOBEL, *individually and on behalf of
all others similarly situated*,

Plaintiff,

v.

YOUTH AND SHELTER SERVICES, INC.,

Defendant.

Case No. CVCV054132

[PROPOSED] PRELIMINARY APPROVAL ORDER

THIS CAUSE comes before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law, filed _____, 2026.¹ Plaintiffs' unopposed Motion for Preliminary requests entry of an order (a) granting Preliminary Approval of the proposed Settlement; (b) provisionally certifying the Settlement Class for settlement purposes; (c) appointing Plaintiff as Class Representative; (d) appointing Jeff Ostrow of Kopelowitz Ostrow, P.A. as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice Program; (f) approving the Claim Form and the Claim Process; (g) appointing Simpluris, Inc. as the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached as Exhibit A to the Motion for Preliminary Approval.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and the Class Representative, Class Counsel, and Settlement Administrator should be appointed.

Accordingly, the Court hereby **GRANTS** the Motion for Preliminary Approval and **ORDERS** as follows:

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

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any other person 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. The Settlement Class consists of approximately 20,000 individuals.

Pursuant to Iowa Rule of Civil Procedure Rule 1.271, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because the Settlement Class meets all of the requirements of Rules 1.261 through 1.263. Specifically, the Court finds for settlement purposes only that (a) the Settlement Class is so numerous that joinder of all Settlement Class Members

would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts, and the Class Representative seeks similar relief as the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class, as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representative and Class Counsel.** The Court finds that Plaintiff will likely satisfy the requirements of Rule 1.263(2) and should be appointed as the Class Representative. Additionally, the Court finds that Jeff Ostrow of Kopelowitz Ostrow, P.A. satisfies the requirements of Rule 1.263(2) and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court applies Rule 1.271 and the factors of *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988),² keeping in mind “that ‘voluntary settlement of legal disputes should be encouraged, with the terms of settlement not inordinately scrutinized.’” *Wright*, 2021 Iowa Dist. LEXIS 4, *3

² “Iowa Rule of Civil Procedure 1.271 does not specify a particular standard concerning approval of class action settlement agreements.” *Wright v. Veridian Credit Union*, 2021 Iowa Dist. LEXIS 4, *2–3. Accordingly, Iowa’s Supreme Court has “rel[ied] on federal case law construing Federal Rule of Civil Procedure 23(e)” to determine “‘whether the settlement is fair, reasonable and adequate.’” *Id.* (quoting *City of Dubuque v. Iowa Tr.*, 587 N.W.2d 216, 222 (Iowa 1998)) (applying *Van Horn* factors to approve settlement under Rule 1.271).

(quoting *Iowa Tr.*, 587 N.W.2d at 221). The Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class equitably, and that all of the other factors required by Rule 1.271 and relevant case law are satisfied.

4. **Jurisdiction.** The Court has subject matter jurisdiction over this Action and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to Iowa Code § 616.17 and § 616.18.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the Story County Courthouse, 1315 South B Ave, Nevada, Iowa 50201, at which time the Court will determine, among other things, whether (a) this Action should be finally certified as a class action for settlement purposes pursuant to Rule 1.262; (b) the Settlement should be finally approved as fair, reasonable, and adequate, pursuant to Rule 1.271; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves from the Settlement should be bound by the Releases set forth in the Settlement Agreement; and (e) the Application for Attorney's Fees, Costs, and Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for disseminating Notice and administering the Settlement, including distributing Settlement Class Member Benefits. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will

be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as *Exhibits 1, 2, and 3* are hereby approved. Non-material modifications to the forms of Notice may be made by the Settlement Administrator in consultation and agreement with the Parties, without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed forms, contents, and methods of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its exhibits (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Iowa Rule of Civil Procedure Rule 1.271(3); and (e) and meet the requirements of the Due Process Clauses of the United States and Iowa Constitutions. The Court further finds that the forms of Notice provided in the Settlement Agreement are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

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

9. **Opting-Out of the Settlement Class.** Members of the Settlement Class may opt-

out of the Settlement Class at any time prior to the Opt-Out Deadline (30 days before the initially scheduled Final Approval Hearing) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim.

Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

10. **Objecting to the Settlement.** A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objector must submit the objection no later than the Objection Deadline (30 days before the initially scheduled Final Approval Hearing), as specified in the Notice, and must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage

prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

For an objection to be considered by the Court, it must also set forth the following:

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

- has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - g. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and
 - h. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

11. **Claim Process and Distribution Plan.** The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefit, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

12. **Termination of the Agreement; Use of this Preliminary Approval Order.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

13. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

14. **Jurisdiction Pending Settlement Approval.** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the

Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

15. **Summary of Deadlines.** The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Event	Date
Notice Date (Notice Program Begins)	No later than 20 days after Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	____, 2026, at __: __ am/pm

SO ORDERED THIS _____ DAY OF _____, 2026.

 Hon.
 Second Judicial District of Iowa

**IN THE DISTRICT COURT OF STORY COUNTY, IOWA
CIVIL DIVISION**

JUSTIN ZOBEL, *individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

YOUTH AND SHELTER SERVICES, INC.,

Defendant.

Case No. CVCV054132

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

Before the Court is Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. The Court has considered the Motion, the supporting declarations, and the Settlement Agreement with its exhibits. In addition, the Court has considered the arguments of counsel, the pleadings, and record in this case. The Court determines good cause exists to grant the Motion, and accordingly, it is hereby granted as set forth herein.

I. Background

This Action arises from allegations that in September 2023, unauthorized third parties may have accessed Defendant's networks, potentially affecting Private Information pertaining to Defendant's patients and employees, Plaintiffs and the proposed Settlement Class. The Complaint alleges that Defendant, a healthcare and addiction treatment provider in Iowa, failed to adequately protect Private Information pertaining to its current and former patients and employees, including names, dates of birth, Social Security numbers, driver's license numbers, financial account information, medical information, health insurance information, billing & claims information,

passport numbers, and other government-issued identification numbers. Defendant discovered the Data Incident in September 2023, and subsequently determined the Private Information of approximately 20,000 current and former patients and employees of Defendant may have been impacted in the Data Incident.

Defendant began mailing notification letters to the individuals in December 2024. Following Defendant's notification of the Data Incident, Plaintiff filed the instant putative class action lawsuit asserting claims against Defendant for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, and invasion of privacy.

Considering the risk, expense, and delay of continued litigation, the Parties engaged in arm's-length settlement negotiations. To aid in these discussions, Plaintiff requested and Defendant produced informal discovery regarding the nature and cause of the Data Incident and the makeup of the Settlement Class. Following months of negotiation, the Parties were able to reach agreement as to all material terms of the Settlement. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident.

The Settlement provides Cash Payments to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$2,500.00 per Claimant for reimbursement of documented losses related to the Data Incident, or (b) Cash Payment B – Alternate Cash, a flat-cash payment of \$50.00 per Claimant, with no documentation required. Additionally, Defendant shall be solely responsible for payment of all reasonable Settlement Administration Costs. Defendant also agrees to pay the Court-awarded attorneys' fees and costs

to Class Counsel and Service Award to the Class Representative (not to exceed \$200,000 for attorneys' fees and costs, or \$2,500.00 for the Service Award).

The Court entered its Preliminary Approval Order on _____, 2026, preliminarily certifying the Action as a class action for Settlement purposes pursuant to Iowa Rule of Civil Procedure Rule 1.271(2). The Court did so after considering Rule 1.261 and finding the Settlement Class meets all requirements of Rules 1.261 through 1.263. Additionally, the Court considered Rule 1.271 and applied the factors of *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988),¹ to preliminarily find the Settlement fair, reasonable, and adequate. The Court further designated Jeff Ostrow as Class Counsel and Plaintiff as the Class Representative. The Court also appointed Simpluris, Inc. as the Settlement Administrator. Thereafter, the Notice Program and Claim Process commenced in accordance with the Agreement and the Preliminary Approval Order.

II. Opinion and Order

Having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised, the Court hereby **GRANTS** the Motion for Final Approval the Application for Attorneys' Fees, Costs, and Service Awards, and **ORDERS** as follows:

Class Certification and Final Approval of the Settlement

1. The terms of the Agreement are fair, adequate, and reasonable, and finally approved. In so finding, the Court has considered Rule 1.271 and applied the factors of *Van Horn*, 840 F.2d at 607, to find the Settlement likely to be approved as fair, reasonable, and adequate,

¹ As noted in the Preliminary Approval Order, Iowa courts "rel[y] on federal case law construing Federal Rule of Civil Procedure 23(e)" to determine "whether the settlement is fair, reasonable and adequate" warranting approval under the Iowa Rules. PAO at 3 n.3 (citing *Wright v. Veridian Credit Union*, 2021 Iowa Dist. LEXIS 4, *3).

keeping in mind “that ‘voluntary settlement of legal disputes should be encouraged, with the terms of settlement not inordinately scrutinized.’” *Wright*, 2021 Iowa Dist. LEXIS 4, *3 (quoting *City of Dubuque v. Iowa Tr.*, 587 N.W.2d 216, 221 (Iowa 1998)).

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of Iowa Rule of Civil Procedure Rule 1.271(3) and all other applicable laws and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

3. Based on the information presented to the Court, the Claim Process is ongoing, and has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submit Valid Claims shall receive Cash Payments pursuant to the Settlement’s terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

4. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate, and is the best practicable notice in this case.

5. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

6. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

7. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

8. The appointment of Plaintiff as the Class Representative is affirmed.

9. The appointment of Jeff Ostrow of Kopelowitz Ostrow, P.A. as Class Counsel is affirmed.

10. The Court reaffirms the appointment of Simpluris, Inc. as the Settlement Administrator.

11. The Court affirms its findings that the Settlement Class meets the relevant requirements of Iowa Rules of Civil Procedure 1.261 through 1.263 for the purposes of the Settlement, as follows: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts, and the Class Representative seeks similar relief as the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class, as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action. Class Counsel is also adequate.

12. Therefore, the Court finally certifies the following Settlement Class:

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

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

13. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement or the Releases contained therein.

14. Judgment shall be entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the allegations in the Action or the Data Incident.

16. With respect to the Released Claims, Plaintiff and Settlement Class Members expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code

(to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

17. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or

referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

18. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

19. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

20. The Court hereby retains and reserves jurisdiction over (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) the Parties, for the purpose of enforcing and administering the Settlement.

Application for Attorneys' Fees, Costs, and Service Award

21. Class Counsel is awarded \$_____ for attorneys' fees (which includes litigation costs). This amount shall be paid by Defendant in accordance with the Agreement. The Court finds Class Counsel's requested fee award within the range of reason, evaluating Class Counsel's

attorneys' fees request using the factors set forth in Iowa Rule of Civil Procedure 1.275(5). On the whole, the Court finds the amount of attorneys' fees and costs requested is fair and reasonable.

22. The Class Representative shall be awarded a Service Award in the amount of \$2,500.00. The Class Representative actively participated in the Action's litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement Class. The Court therefore approves the Service Award to the Class Representative. The Service Award shall be paid by Defendant in accordance with the Agreement.

III. Conclusion

For the reasons stated herein, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED THIS _____ DAY OF _____, 2026.

Hon.
Second Judicial District of Iowa

EXHIBIT A
Opt-Out List

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.
- 3.