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IN RE CENTRASTATE HEALTHCARE
DATA SECURITY INCIDENT LITIGATION
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY
MASTER FILE: MON-L-000504-23
CBLP

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated as of April 18, 2024, is made and entered into by and among the Class Representatives,¹ individually and on behalf of Additional Named Plaintiffs and the Settlement Class, and CentraState Healthcare System, Inc. (“CentraState”) and Atlantic Health System, Inc. (“Atlantic Health System”) (collectively “Defendants;” and together with Class Representatives, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

I. RECITALS

WHEREAS, CentraState, of which Atlantic Health System owns a majority interest, is a private, not-for-profit health organization established in 1971 with its central location in Freehold, New Jersey.

WHEREAS, on December 29, 2022, CentraState detected a ransomware attack on its computer systems, and the resulting investigation revealed that an unauthorized third party accessed files within its systems (the “Security Incident”).

WHEREAS, as a result of the Security Incident, Defendants determined that the Personal Information (as defined in Section II) of approximately 569,984 current and former patients may have been accessed by an unauthorized third party.

WHEREAS, on February 10, 2023, after an investigation into the Security Incident, CentraState began notifying affected individuals. Numerous class action lawsuits thereafter arose out of the Security Incident and were filed in the Superior Court of New Jersey.

WHEREAS, on February 17, 2023, Plaintiff Tornese filed the first action against CentraState in the Superior Court of New Jersey, Monmouth County. No. MON-L-000504-23. Thereafter, additional lawsuits were filed stemming from the Security Incident.

WHEREAS, on May 12, 2023, the Honorable Mara Zazzali-Hogan, J.S.C. held a hearing on consolidation and the appointment of interim class counsel. On August 25, 2023, Judge Zazzali-Hogan issued an Order appointing Class Counsel (as defined in Section II) and consolidating all actions arising out of the same or similar operative facts pending or thereafter filed in or transferred to this Court, into the litigation styled: *In re: CentraState Healthcare Data-*

¹ Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Section II herein entitled “Definitions.”

Security Incident Litigation, Master File No: MON-L-000504-23 (CBLP).

WHEREAS, with the approval of this Court, the Parties agreed to extend the deadline to file an operative Consolidated Amended Complaint to January 15, 2024 while the Parties engaged in targeted discovery and explored potential resolution; and on January 12, 2024, the Court entered a Stipulation and Order extending the deadline to February 14, 2024.

WHEREAS, after considerable meet and confer efforts, the exchange of a substantial amount of material related to the Security Incident pursuant to New Jersey Rule of Evidence 408, and conducting their own respective investigations, the Parties agreed to participate in mediation.

WHEREAS, on December 12, 2023, the Parties participated in a full-day mediation session before the Honorable Diane M. Welsh (Ret.) (the “Mediator”). Despite agreement on some terms, the Parties were unable to reach a settlement after many hours of hard-fought, arm’s length negotiations, and the mediation session concluded with the Parties agreeing to continue negotiations with the assistance of the Mediator.

WHEREAS, after continuing arm’s length negotiations with the assistance of the Mediator, the Parties agreed in principle on January 18, 2024 to settle the Action in its entirety on a class-wide basis. The Parties then negotiated this Agreement, which is meant to bind all Plaintiffs, Settlement Class, and Defendants.

WHEREAS, on February 12, 2024, the Parties requested a stay on all case deadlines in order to finalize the terms of this agreement, and, on February 14, 2024, the Court provided the Parties an additional thirty (30) days to continue to discussion resolution of this matter.

WHEREAS, on March 15, 2024, and April 17, 2024, the Parties submitted joint status reports to the Court requesting an additional thirty (30) days to finalize the terms of this agreement and the accompanying exhibits, which the Court granted on March 18, 2024, and April 18, 2024.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiffs have entered into this Agreement to recover on the claims asserted in their complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Action lack merit or are subject to any defenses.

WHEREAS, Defendants deny each and all of the claims and contentions alleged against them by Plaintiffs. Defendants deny all charges of wrongdoing or liability as alleged, or which could be alleged. Nonetheless, Defendants have concluded that further conduct of litigation would be protracted and expensive, and that it is desirable that this matter be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Defendants have considered the uncertainty and risks inherent in any litigation and in this matter. Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Defendants specifically deny any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Defendants of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATION AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Defendants that, subject to Court approval, the Action and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and a Final Approval Order and Judgment shall be entered subject to the following terms and conditions of this Settlement Agreement, which shall supersede any other agreement among the Parties.

II. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. **“Action”** means the litigation styled: *In re: CentraState Healthcare Data-Security Incident Litigation*, Master File No: MON-L-000504-23 (CBLP), which includes all lawsuits filed against Defendants that were consolidated by the Court.
2. **“Additional Named Plaintiffs”** means and includes: Plaintiffs Natalie Tornese, Rita Sorrentino-Poggi, JoAnn McCloskey, Barbara Corrente, Anthony Corrente, Lisa Surowiec, Melissa Connolly, Dhalia Valle, Lewis Chewing, David Healey, Belle Rosenbloom, Maria Caro, Lisa Frohlich, John Frohlich, Rena Pudder, M.Z., Albert Raguseo, Robert Grun, Joshua Grun, Zachary Grun, Jill Grun, Christina Aiello, Attilio Aiello, Kimberly Aiello, Alyssa Sblendorio, Miriam Belanger, Kaitlin Stroud, Thomas Sanitate, and Katelyn Grabinsky.
3. **“Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitations, all Notice Expenses, locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administrating and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
4. **“Agreement,” “Settlement Agreement,”** and/or **“Settlement”** means this Settlement Agreement and Release, including the terms and conditions of set forth in this document together with any and all exhibits and attachments hereto, which are incorporated herein by reference and expressly conditioned upon Court approval.

5. “**Approved Claim**” means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (c) has been approved by the Settlement Administrator.
6. “**Cash Payment Benefit**” means the cash payment benefit of approximately \$50 offered to the Settlement Class Members out of the Net Settlement Fund, subject to a pro rata increase or decrease as described below.
7. “**Claimant**” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.
8. “**Claim Form**” means the form attached hereto as **Exhibit 1**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by the Settlement Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.
9. “**Claims Deadline**” means the date by which all Claims Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.
10. “**Claims Period**” means the period of time during which Settlement Class Member may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety days (90) days thereafter.
11. “**Class Counsel**” means attorneys James E. Cecchi, of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.; Linda P. Nussbaum, of the Nussbaum Law Group, P.C.; and Todd S. Garber, of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP.
12. “**Class Representatives**” means and includes Plaintiffs Frederick Dawes, Ricardo Cubides, and Laura Kanthal-Cubides.
13. “**Counsel**” means and includes Class Counsel and Defendants’ Counsel as defined herein.
14. “**Court**” means the Superior Court of New Jersey, Law Division: Monmouth County and the Honorable Mara Zazzali-Hogan (or any judge sitting in her stead or to whom the Action may be transferring) presiding over this Action.
15. “**Defendants**” means Defendants CentraState Healthcare System, Inc. and Atlantic Health Systems, Inc. and includes their employees, directors, officer, shareholders, attorneys, consultants, contractors, affiliates, insurers, agents, parent companies, predecessors, successors, subsidiaries, and assigns of CentraState Healthcare System, Inc. and Atlantic Health System, Inc., whether specifically named in the Action or not.
16. “**Defendants’ Counsel**” or references to counsel for Defendants means the law firm of Baker & Hostetler LLP, including but not limited to Attorney Eric R. Fish and Attorney Casie D. Collignon.
17. “**Effective Date**” means one business day following the latest of (i) the date upon which

the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

18. ***“Fee Award and Costs”*** means the amount of attorneys’ fees and reimbursement of Litigation Costs approved and awarded by the Court to Class Counsel, pursuant to N.J. Civ. R. 4:32-1.
19. ***“Final Approval Order and Judgment”*** means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed Final Approval Order and Judgment, and grants final approval of class action settlement and finds that this Settlement is fair, reasonable, and adequate.
20. ***“Final Fairness Hearing”*** means the hearing to be conducted by the Court, in accordance with N.J. Civ. R. 4:32-2I, to determine the fairness, adequacy, and reasonableness of the Settlement Agreement and whether to issue the Final Approval Order and Judgment.
21. ***“Litigation Costs”*** means costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing, prosecuting, and settling the Action.
22. ***“Long Form Notice”*** means the long form notice of settlement, substantially in the form attached hereto as **Exhibit 2**.
23. ***“Medical Data Monitoring Services”*** means the Medical Shield Complete service provided by third-party vendor, CyEx by Pango Group, consistent with the product description noted at <https://cyex.com/medical-shield/>.
24. ***“Medical Data Monitoring Costs”*** means all fees, costs, and such other expenses associated with providing Medical Shield Complete and shall be paid or caused to be paid by Defendants on a wholly claims-made basis.
25. ***“Net Settlement Fund”*** means the amount of funds remaining in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Expenses incurred pursuant to this Settlement agreement; (ii) any Attorneys’ Fees and Expenses approved by the Court, and (iii) any Service Awards approved by the Court.
26. ***“Notice Date”*** means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within forty-five (45) days of the Settlement Administrator receiving the Settlement Class List from Defendants.
27. ***“Notice Expenses”*** means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, hosting on the Internet, and publishing the Settlement Class Notice, identifying members of the Settlement Class, and informing

them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

28. **“Notice Plan”** means the plan described in the Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.
29. **“Out-of-Pocket Costs”** means those documented out-of-pocket costs or expenditures supported by Reasonable Documentation that a Settlement Class Member actually incurred, including, but not limited to, unreimbursed losses and consequential expenses, (including, but not limited to, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver’s license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Security Incident and incurred on or after December 29, 2022. Out-of-pocket costs, up to \$300,000 shall be paid or caused to be paid by Defendants on a wholly claims-made basis. Out-of-pocket costs of more than \$300,000, if any, shall be paid out of the Net Settlement Fund.
30. **“Objection Deadline”** means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and/or motion for (i) the Fee Award and Costs, and/or (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.
31. **“Opt-Out Period”** means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.
32. **“Participating Settlement Class Member”** means a Settlement Class Member who submits a valid Claim approved by the Settlement Administrator for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.
33. **“Parties”** means collectively, the Class Representatives, Additional Named Plaintiffs, and Defendants.
34. **“Person”** means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors, or assigns.
35. **“Personal Information”** means names, addresses, Social Security numbers, dates of birth, health insurance information, and other sensitive medical records that could potentially have been accessed without authorization as a result of the Security Incident as defined by the operative Complaint.
36. **Plaintiffs** means Class Representatives, Additional Named Plaintiffs, and any other individual who filed a complaint against Defendants in the Superior Court of New Jersey, Monmouth County.
37. **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that

are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit 3**.

38. **“Reasonable Documentation”** means documentation supporting a claim for Out-of-Pocket Costs, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Fraud/Out-of-Pocket Costs cannot be documented solely by a personal certification, declaration or affidavit from the Claimant; a Settlement Class Member must provide reasonable supporting documentation.
39. **“Released Claims”** means all claims or causes of action, including causes of action in law, claims in equity, complaints, suits or petitions, and allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or other potential claim), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or another source, that the Releasing Parties had or have (including, but not limited to, assigned claims) that arise out of or relate to the Security Incident.
40. **“Released Parties”** includes Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future owners, officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel. Each of the Released Parties may be referred to individually as a “Released Party.”
41. **“Releasing Parties”** means Plaintiffs, any Person in the Settlement Class, including those submitting or not submitting a claim for a Settlement Benefit, and each of their respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees or affiliates. Each of the Releasing Parties may be referred to individually as a “Releasing Party.”
42. **“Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which they request to be excluded from the Settlement Class.
43. **“Security Incident”** means the security incident that CentraState detected on December 29, 2022 and as defined above in the Recitals.
44. **“Service Awards”** means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section XII.1 of this Agreement.
45. **“Settlement Administrator”** means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Settlement Administrator shall execute Defendants’ Business Associate Agreement prior to receiving any court-ordered materials necessary for the notice and administration of

the settlement.

46. “**Settlement Benefits**” means the total value of benefits Settlement Class Members receive pursuant to this Agreement.
47. “**Settlement Class**” means and includes the approximately 569,984 persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their Personal Information may have been disclosed in the Security Incident announced by CentraState on or around February 10, 2023 (as defined in Plaintiffs’ operative Complaint). Excluded from the Settlement Class are (1) the Judge(s) presiding over the Actions, and members of their families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest and their current or former officers, directors, and employees; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.
48. “**Settlement Class List**” means the list generated by Defendants containing the last known name and mailing for all persons that fall under the definition of the Settlement Class, which Defendants will provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order. The Settlement Class List will be updated by the administrator prior to the Notice Date by use of National Change of Address Registry.
49. “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to the expiration of the Opt-Out Period.
50. “**Settlement Class Notice**” or “**Notice**” means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.
51. “**Settlement Fund**” means a non-reversionary cash settlement fund for the benefit of Settlement Class and paid or caused to be paid by Defendants, subject to the terms and conditions set forth below, in the total amount of Three Million Dollars and No Cents (\$3,000,000.00).
52. “**Settlement Payment**” means any payment to be made to any Participating Settlement Class Member on Approved Claims pursuant to Sections VI and VII of this Agreement.
53. “**Settlement Website**” means the Internet website, with the following URL address, to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms. These documents shall remain on the Settlement Website at least until ninety (90) days after the Effective Date. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendants. The Settlement Website shall not include any advertising.
54. “**Short Form Notice**” means the short form notice of settlement, substantially in the form attached hereto as **Exhibit 4**.

55. “*Taxes*” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties, excluding any taxes associated with attorneys’ fees or reimbursement of Litigation Costs) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

III. REQUIRED EVENTS AND COOPERATION BY PARITES

1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit 3**.
2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.
3. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all other purposes. Plaintiffs and Defendants further stipulate to designate the Class Representatives as the representatives for the Settlement Class.
4. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Fairness Hearing; within a reasonable time after the Claims Deadline, Objection Deadline, and Opt-Out Period; and at least ninety (90) days after Defendant directs the Settlement Administrator to notify the appropriate government officials of this Settlement Agreement.

IV. RELEASES

1. The Release. Upon fifteen (15) days after the Effective Date, and in consideration of the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.
2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal,

forum or proceeding.

3. Jurisdiction of the Court. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the above-captioned Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

V. SETTLEMENT FUND

1. Deposits. A payment of three million dollars and no cents (\$3,000,000.00) shall be paid into the Settlement Fund as follows: (i) Within thirty (30) days after the Court enters the Preliminary Approval Order to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to the entry of the Final Approval Order and Judgment and Plaintiffs provide ACH/wire instructions for the Settlement Fund and a valid form W-9, Defendants shall direct payment to the Settlement Fund the amount invoiced by the Settlement Administrator (said invoice to be submitted within five (5) days after Preliminary Approval); and (ii) Defendants shall direct the balance to be paid into the Settlement Fund within thirty (30) days after the Effective Date for any additional settlement obligations and benefits. For avoidance of doubt, and for purposes of this Settlement Agreement only, Defendants' and the Released Parties' liability to fund the Settlement Fund shall not exceed three million dollars and no cents (\$3,000,000.00), and the release may only become effective after Defendants fully fund the Settlement Fund.
2. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated or cancelled.

In the event this Settlement Agreement is voided, terminated or cancelled for any reason: (i) the Class Representatives, Additional Named Plaintiffs, and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Section VII; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with Section VII of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the Defendant or Released Parties who paid the Settlement Fund in the same proportions as their respective contributions to the Settlement Fund; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3. Non-Reversionary. The Settlement Fund is a non-reversionary settlement fund. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled or terminated, as described Section V.2 and Section X in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to any or all Defendants or any Released Party. Any residual funds remaining in the Net Settlement Fund shall be distributed as described in Section VII.8 in this Action.
4. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses;

(ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) Valid Claims.

All payments for Out-of-Pocket Costs up to \$300,000.00 and Medical Data Monitoring Costs will be paid by Defendants on a claims-made basis separate and apart from the Settlement Fund.

5. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and Defendant, and, shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, et seq.
6. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. Class Counsel may authorize the periodic payment of actual and reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.
7. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement. The Settlement Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Settlement Fund and amounts paid under the Settlement. Consistent with other settlements, Class Counsel is unable to offer tax advice concerning any payments provided through the Settlement, and Settlement Class Members should refer to their tax professionals as to how to treat payments for tax purposes.
8. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall hold the Settlement Fund in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, et seq. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.
9. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund

shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

10. Limitation of Liability.

- a. Defendants and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendants also shall have no obligation to communicate with Class Members and others regarding amounts paid under the Settlement.
- b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- c. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and Defendants harmless for (i) any negligent act or omission by the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund as so directed by Class Counsel, Defendants, and/or the Court; (iii) the formulation, design or terms of the disbursement of the Settlement Fund as so directed by Class Counsel, Defendants, and/or the Court; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund as so directed by Class Counsel, Defendant, and/or the Court; or (v) the payment or withholding of any required Taxes, expenses and/or costs incurred in connection with the required taxation of the Settlement Fund or the filing of any returns.

VI. SETTLEMENT BENEFITS

1. Settlement Benefits for Participating Class Members include:

- a. Settlement Fund benefits: Payments from the non-revisionary Settlement Fund for (i) Attorneys' Fees and Expenses, (ii) Service Awards, and (iii) Out-of-Pocket Costs exceeding \$300,000.00 and Cash Benefits; and
- b. Claims-Made Settlement benefits: Payments on a claims-made basis for Medical Data Monitoring Services and Out-of-Pocket Costs up to \$300,000.00.

2. Each Participating Settlement Class Member may qualify for the Settlement Benefits as follows:

- a. Medical Data Monitoring Services. Each Participating Settlement Class Member may elect to enroll in three years of Medical Data Monitoring Services. The Medical Data Monitoring Services will be provided by CyEx. The Medical Data Monitoring Services will be for the provision of the Medical Shield Complete product with 1-B credit monitoring and provide certain services to each Participating Settlement Class Member, including, but not limited to: monitoring medical and healthcare data to determine whether consumers' private medical information is at risk or has been exposed to medical fraud; real-time alerts when suspicious activity is detected; a dedicated case manager to assist in recovering the personal information if fraud is detected; and up to \$1,000,000 in fraud and medical identity theft insurance.

To enroll in the Medical Data Monitoring Services benefit, a Participating Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator a valid Claim Form electing to enroll in the Medical Data Monitoring Services benefit. Participating Settlement Class Members will have to correspond with the Settlement Administrator to activate the Medical Data Monitoring Services benefit. The Medical Data Monitoring Services benefit shall be provided to all claimants who timely activate these services for a period of three years from the date of activation.

Separate and apart from the Settlement Fund, Defendants shall pay or cause to be paid all Medical Data Monitoring Costs on a claims-made basis.

Medical Shield Complete sells on the market for \$14.95 per month per year of offering. *See <https://cyex.com/medical-shield/>.*

- b. Out-of-Pocket Costs. In addition to Medical Data Monitoring Services, each Participating Settlement Class Member may submit a claim for up to three thousand dollars (\$3,000.00) for reimbursement of Out-of-Pocket Costs ("Out-of-Pocket Costs Payment"). To receive an Out-of-Pocket Costs Payment, a Participating Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Out-of-Pocket Costs Payment benefit; (ii) an attestation regarding any actual and unreimbursed Out-of-Pocket Costs; and (iii) Reasonable Documentation that demonstrates the Out-of-Pocket Costs to be reimbursed.

Separate and apart from the Settlement Fund, Defendants shall pay or cause to be paid each Out-of-Pocket Costs Payment on a claims-made basis not to exceed \$300,000.00. If Out-of-Pocket Costs exceed \$300,000.00, any additional Out-of-Pocket Costs will be paid out of the Net Settlement Fund.

- c. Cash Benefit. Each Participating Settlement Class Member may submit a claim to receive a cash payment in the amount of approximately \$50.00, subject to a pro rata increase or decrease (“Cash Benefit Payment”) depending on the number of approved claims. To receive a Cash Benefit Payment, a Participating Settlement Class Member must submit to the Settlement Administrator a valid Claim Form.

The following chart depicts an approximation of the Cash Benefit Payment amounts to be paid from the Net Settlement Fund before deducting costs for Out-of-Pocket Costs that exceed \$300,000.00:²

Participation Rate	Approx. Cash Benefit Payment
2%	\$141.30
4%	\$70.65
6%	\$47.10
8%	\$35.32
10%	\$28.26

The Cash Benefit Payments shall be paid out of the Settlement Fund.

- 3. Electronic Payment. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via electronic payment. In the event Participating Settlement Class Members do not exercise this option to receive their Settlement Payment *via* electronic payment, they will receive their given Settlement Payment *via* a physical check by U.S. Mail.
- 4. Deadline to File Claims. Claims Forms for Medical Data Monitoring Services, Out-of-Pocket Costs Payments, and/or Cash Benefit Payments must be received within ninety (90) days after the Notice Date.
- 5. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. Any Claim for Out-of-Pocket Costs shall be deemed fairly traceable to the Security Incident by the Settlement Administrator if the claim for Out-of-Pocket Costs occurred on or after December 29, 2022, and the Settlement Administrator determines the claim for Out-of-Pocket Costs

² This chart assumes that the Court awards 33.33% in Fees and Costs (\$999,900.00) and the requested Service Awards for the Class Representatives (\$8,500.00), and also assumes Settlement Administration Costs are \$380,841.00. Based on those assumptions, the Net Settlement Fund available for the Cash Benefit Payment is approximately \$1,610,759.00. Class Counsel has not made a final determination on the exact quantum of fees they will request. This chart thus reflects the absolute possible maximum of Class Counsel fees.

incurred are related to the type of Personal Information disclosed in the Security Incident. To the extent the Settlement Administrator determines a claim for an Out-of-Pocket Costs Payment submitted through a Claim Form is deficient, within ten (10) days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have thirty (30) days to cure the deficiencies and re-submit the claim. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim such that it reflects a valid claim for Out-of-Pocket Costs that are fairly traceable to the Security Incident. If the Claimant fails to cure the deficiency, the Settlement Administrator shall have no obligation to make the Out-of-Pocket Costs Payment to that Claimant.

6. Timing of Settlement Benefits. Within thirty-five (35) days after: (i) the Effective Date; or (ii) all Claims Forms have been processed subject to the provisions of Sections VII and VII of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to Participating Settlement Class Members with Approved Claims. No later than ten (10) days after the Effective Date, the Settlement Administrator shall provide CyEx a list of Participating Settlement Class Members with Approved Claims. Within thirty (30) days of the Effective Date, CyEx shall make best efforts to provide Participating Settlement Class Members with enrollment instructions for the Service. Best efforts shall include, at a minimum, an email to Participating Settlement Class Members with instructions on enrolling for the Services. Participating Settlement Class Members with Approved Claims who receive payment by physical check shall have ninety (90) days following distribution to deposit or cash their benefit check. Participating Settlement Class Members with Approved Claims who receive the Medical Data Monitoring Service shall have ninety (90) days following distribution of the enrollment instructions to sign up for the services.
7. Order of Distribution of the Net Settlement Fund. The Settlement Administrator must first use the available Net Settlement Funds to pay all valid claims for Out-of-Pocket Losses that exceed \$300,000. The Settlement Administrator must then distribute the remaining balance of the Net Settlement Funds to pay valid claims for Cash Payments, paying each Claimant submitting a valid Claim for Cash Payments a pro rata share of the remaining funds in the Net Settlement Fund. The payments out of the Net Settlement Fund shall be increased or decreased on a pro rata basis depending on the number of valid Claims received.
8. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than one hundred and fifty (150) days after the distribution of payments from the Settlement Fund to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who deposit or cash their benefit check provided that the average check or electronic deposit amount is equal to or greater than five dollars and no cents (\$5.00). The distribution of this remaining Net Settlement Fund shall continue to all Participating Settlement Class Members with Approved Claims who deposit or cash their residual benefit check until the average check amount in a distribution is less than five dollars and no cents (\$5.00). If the average check amount in a subsequent Settlement Payment distribution would be less than five dollars and no cents (\$5.00), the remaining Net Settlement Fund will be used to extend the Medical Data Monitoring Services to

Participating Settlement Class Members receiving that benefit for as long as possible.

9. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address or the electronic payment account information is invalid), the Settlement Administrator shall make reasonable efforts to find a valid mailing address and resend the Settlement Payment within thirty (30) days after the Settlement Payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.
10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date.
11. Confirmation of Information Security Improvements for the benefit of the Settlement Class. Class Counsel has or will confirm that Defendants have implemented certain reasonable steps to further secure its systems and environments, including (1) enhanced password protocols throughout Defendants' systems; (2) enhanced vulnerability monitoring and response capabilities; (3) retention of a qualified third-party vendor(s) to assist in augmenting Defendants' information and data security and related practices; (4) retention of a qualified third-party vendor(s) to provide real-time support to CentraState regarding their information and data security; (5) enhanced employee cybersecurity training; (6) creation of one new FTE (a CyberSecurity Engineer) to manage CentraState's network and related cybersecurity; (7) implement, where reasonably appropriate and practicable, immutable storage across CentraState's information technology network(s); and (8) enhanced endpoint management and security for all of CentraState's computers, including desktops, servers, and tablets; and (9) implementation of enhanced company-wide policies, procedures, and protocols relating to data security and the maintenance of sensitive information.

VII. SETTLEMENT ADMINISTRATION

1. Submission of Claims

- a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by U.S. Mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and is not required to, but may, provide Claimants the ability to cure defective claims, unless otherwise noted in this Agreement.
- b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

2. Settlement Administrator's Duties

- a. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by

- processing Claim Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- b. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.
- c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:
- i. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendants' Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.
 - ii. Provide weekly or other periodic reports to Class Counsel and Defendants' Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund.
 - iii. Make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.
 - iv. Cooperate with any audit by Class Counsel or Defendants' Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.
- d. Creation and Maintenance of Settlement Website. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Short Form Notice, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.
- e. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request

additional information from the Parties or any Participating Settlement Class Member.

- f. Timing of Settlement Payments. The Settlement Administrator shall make all Settlement Payments contemplated in Section IV.1(a)-(e) of this Agreement by either electronic means or check and send them to Participating Settlement Class Members within thirty (30) days after (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the provisions of Section IV of this Agreement, whichever date is later.

VIII. SETTLEMENT CLASS NOTICE

1. Direct Notice. Within fourteen (14) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Because the Settlement Class List will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defense Counsel, and Class Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defense Counsel, or Defendant, including the Class Member Information, will be secure and used solely for the purpose of effecting this Settlement.
2. Within sixty (60) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to Settlement Class Members by U.S. mail.
3. Within twenty-one (21) days after the Settlement Administrator's receipt of any Notice returned by the U.S.P.S. as undelivered or undeliverable, the Settlement Administrator shall re-mail the Notice using any forwarding address provided by the U.S.P.S. If the U.S.P.S. does not provide a forwarding address, the Settlement Administrator shall conduct an address search and re-mail the Summary Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Summary Notice to Class Members whose Summary Notice is returned by the U.S.P.S. a second time.
4. Settlement Class Members may simply mail the pre-paid postage Claim Form attached to the Notice or use the unique claim number and confirmation code contained in the Notice to log onto the Settlement Website and either download a Claim Form or submit the Claim Form online. The Settlement Administrator shall use other reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, and (ii) submission of more than one Claim Form per person. In the event a Claim Form is submitted without a unique class member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.
5. Settlement Website. Prior to any dissemination of the Summary Notice, within twenty-one (21) days after Preliminary Approval of this Agreement, including the form and content of the Settlement Class Notice, and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement.
6. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to submit Requests for Exclusion from, object

to, or otherwise comment upon the Settlement by day, month, and year (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit 2** hereto.

IX. REQUESTS FOR EXCLUSION AND OBJECTIONS

1. Requests for Exclusion Procedure. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Any Request for Exclusion must identify the case name of this Action, and include (i) the individual's full name, current mailing address, telephone number, and email address; (ii) a statement that they want to be excluded from the Action; and (iii) the individual's signature. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all individuals who have timely and validly excluded themselves from the Settlement Class.
2. Objections Procedure. Any Participating Settlement Class Member may object to the class action components of the Settlement, and may do so in writing, in person, or through counsel, at their own expense, at the Fairness Hearing. Except as the Court may order otherwise, an objector must mail the objection by the Objection Deadline, with the case caption in this Action and include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (ii) a concise statement for the reasons for the objection; and (iii) the individual's signature. A copy of the objection must also be mailed to Class Counsel and Defendants' Counsel, notice addresses provided below.
3. The Parties agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly Settlement Class to request exclusion from the Class, object to the Settlement, or appeal the Final Judgment.
4. No later than 5 days after the date that the Settlement Administrator delivers a list of timely opt outs, Defendants shall have the sole discretion to void this Agreement.

X. MODIFICATION OR TERMINATION OF THE AGREEMENT

1. The Class Representatives collectively (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days of (i) the Court's refusal to grant Preliminary Approval of the Agreement in any material respect; or (ii) within fourteen (14) days of any of the following: (i) the Court's refusal to enter the Judgment in any material respect, or (ii) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.
2. In addition, the terms and provisions of this Agreement may be amended, modified, or

expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

3. In the event that a party exercises their option to withdraw from, rescind, revoke, and/or terminate this Agreement pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Section V.2 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
4. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and cost.

XI. ADDITIONAL RELEASES

1. EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES AS TO THE RELEASED CLAIMS, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:
2. SECTION 1542. GENERAL RELEASE; EXTENT. 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.

XII. ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARDS

1. Service Award Payments. Class Counsel will ask the Court to approve, Service Award Payments not to exceed Five Hundred Dollars (\$500.00) for Class Representatives Frederick Dawes, Ricardo Cubides, and Laura Kanthal-Cubides and not to exceed Two Hundred and Fifty Dollars (\$250.00) for the Additional Named Plaintiffs. All Service Award Payments shall be paid by from the Settlement Fund separate from any other benefits offered under this Settlement. Neither Class Counsel's application for, nor any individual's entitlement to a Service Award Payment shall be conditioned in any way

upon such individual's support for this Agreement.

2. Attorneys' Fees, Costs and Expenses. Class Counsel will move the Court for an Order awarding attorneys' fees, costs, and expenses (collectively treated as, "Fee Award") expressed as a percentage of the Settlement Fund not to exceed one-third of the fund (33.33%). Any Fee Award shall be solely and exclusively paid and disbursed from the Settlement Fund. Class Counsel will make an application for such fees, costs, and expenses to the Court at least twenty-one (21) days before the Objection Deadline.
3. Within thirty-five (35) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel all amounts approved by the Court in relation to the requested Fee Award. In the event the requested Fee Award is reduced on appeal, Class Counsel shall only be paid the reduced amount of the requested Fee Award from the Settlement Fund. Class Counsel shall timely furnish to Defendants any required tax information, account information or necessary forms before the payment is due.
4. In the event the Court declines to approve, in whole or in part, the requested Fee Award sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court or modification or reversal or appeal of any order of the Court, as related to the requested Fee Award, shall constitute grounds for cancellation, termination, or avoidance of this Agreement or shall affect whether the Judgment is Final.

XIII. JUDGMENT

1. This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order and Judgment, which will grant final approval of this Agreement and among other things shall:
 - a. Decree that neither the Judgment nor this Agreement constitutes an admission by the Defendants of any liability or wrongdoing whatsoever;
 - b. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;
 - c. Release each Released Party from any and all Released Claims;
 - d. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and
 - e. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

XIV. REPRESENTATIONS AND WARRANTIES

1. Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and

performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation

2. Defendants will provide to the Settlement Administrator the Settlement Class List containing the list of persons to whom Defendant provided notice of the Data Breach. Defendants represent that the number of Class Members (approximately 569,984) is accurate based on Defendants' investigation of individuals potentially affected by the Data Breach.

XV. NO ADMISSION OF LIABILITY

1. This Agreement, whether or not consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:
 - a. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;
 - b. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and
 - c. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

XVI. MISCELLANEOUS

1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended, except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

2. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New Jersey, applied without regard to laws applicable to choice of law.
3. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.
5. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.
6. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.
7. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.
8. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
9. Taxability. Defendants do not make and have not made any representations regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of the Defendants or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendants' responsibility.
10. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
11. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.
12. Jurisdiction. The Superior Court of the State of New Jersey, Law Division, Monmouth County, shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement. The Court shall have exclusive jurisdiction over any suit, action,

proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for purposes of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Superior Court of the State of New Jersey 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.

13. Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by mail and email to the following addresses:

James E. Cecchi, Esq.
CARELLA, BYRNE, CECCHI,
BRODY, & AGNELLO, P.C.
5 Becker Farm Road
Roseland, NJ 07068

Linda P. Nussbaum
NUSSBAUM LAW GROUP, P.C.
1133 Avenue of the Americas, 31st Floor
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Todd S. Garber
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One North Broadway, Suite 900
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All notices to Defendants provided for herein, shall be sent by overnight mail to:

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

[SIGNATURES ON FOLLOWING PAGES]

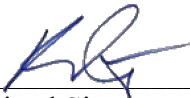
WE HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING TERMS AND CONDITIONS:



Authorized Signatory
Casie Collignon
Attorney for Defendants

April 18, 2024

Date



Authorized Signatory
Kevin Cooper with permission
on behalf of Plaintiffs

April 18, 2024

Date

/s/James E. Cecchi
James E. Cecchi, Esq.
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