

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is made and entered into by and among Plaintiff Ronald Pierce, on behalf of himself and on behalf of the Settlement Class (as defined below), and Defendant SinglePoint Outsourcing, Inc. (“SinglePoint” or “Defendant” as defined below). This Settlement Agreement fully and finally resolves and settles all of Plaintiff’s and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, on or about November 8, 2023 through November 9, 2023, SinglePoint experienced a cybersecurity incident (the “Data Security Incident”) that allegedly impacted the personal information (“Private Information”) of approximately 11,676 individuals.

WHEREAS, the types of Private Information that was allegedly impacted includes Social Security numbers, dates of birth, driver's license numbers, and/or bank account information.

WHEREAS, beginning on March 5, 2024, SinglePoint provided notice to individuals whose data was potentially impacted by the Data Security Incident.

WHEREAS, on November 5, 2024, Plaintiff filed his action against SinglePoint seeking relief for injuries arising from the Data Security Incident, captioned *Pierce v. SinglePoint Outsourcing*, in the Superior Court for the State of California for the County of Tulare.

WHEREAS, on February 7, 2025, Defendant filed a demurrer to Plaintiff’s Complaint and Plaintiff replied in opposition thereto on March 25, 2025.

WHEREAS, the Court subsequently stayed all proceedings to allow the Parties to conserve resources while they explored settlement negotiations.

WHEREAS, throughout the pendency of the litigation, the Parties exchanged informal discovery to aid settlement negotiations, including information targeted at the nature of the Data Security Incident, the size and scope of the putative class, the data elements at issue, Defendant’s responsive and remedial measures, and Defendant’s financial condition.

WHEREAS, the Parties engaged in arms-length negotiations conducted through experienced counsel over the course of several months before ultimately agreeing to resolve the claims brought by Plaintiff on behalf of the putative class.

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 Plaintiff and the members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiff’s Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiff’s claims, and SinglePoint’s potential defenses, including

conducting an independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiff's claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses SinglePoint may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiff and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiff and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiff and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, SinglePoint has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiff and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. SinglePoint specifically denies 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 SinglePoint of (i) the validity of any claim, defense, or facts 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, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 "Action" means the action captioned *Pierce v. SinglePoint Outsourcing*, No. VCU314801 in the Superior Court for the State of California for the County of Tulare.
- 1.2 "Administrative Expenses" means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the

Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. All such Administrative Expenses shall be agreed upon by the Parties.

- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits attached hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “California Statutory Cash Payment” means the payment to which Class Members who are currently residents of California (and/or who resided in California at any point between November 8, 2023, and the Claims Deadline) will be entitled to receive pursuant to the Settlement.
- 1.7 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.8 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by 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. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 1.9 “Claims Deadline” means the date by which all Claim 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.
- 1.10 “Class Counsel” John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC (“Class Counsel” or “Settlement Class Counsel”).
- 1.11 “Class Member” means a member of the Settlement Class.
- 1.12 “Class Representative” and “Plaintiff” means Ronald Pierce.

- 1.13 “Court” means the Superior Court for the State of California for the County of Tulare.
- 1.14 “Data Security Incident” refers to the data breach, beginning on or about November 8, 2023, that impacted the Private Information of the Settlement Class.
- 1.15 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to the Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after November 8, 2023.
- 1.16 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.17 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.18 “SinglePoint’s Counsel” or references to counsel for SinglePoint means the law firm Cipriani & Werner P.C .
- 1.19 “SinglePoint” or “Defendant” means SinglePoint Outsourcing and its current and former affiliates, parents, subsidiaries, predecessors and successors.
- 1.20 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.
- 1.21 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.
- 1.22 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.
- 1.23 “Judgment” means a judgment rendered by the Court.
- 1.24 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.
- 1.25 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any

amounts approved by the Court for the Fees Award and Costs, and (iv) applicable taxes, if any.

- 1.26 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.
- 1.27 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.
- 1.28 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.29 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.
- 1.30 “Opt-Out Period” means the period in which a Class Member may submit a request to exclude him or herself from the Settlement (“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.
- 1.31 “Parties” means the Plaintiff and Defendant.
- 1.32 “Private Information” means information potentially compromised in the Data Security Incident, which may include Social Security numbers, dates of birth, driver's license numbers, and/or bank account information.
- 1.33 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and Notice Plan for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- 1.34 “Reminder Notice” means a subsequent Notice sent to all Settlement Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e. U.S. Mail). A Reminder Notice may be sent by the Settlement

Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class thirty (30) days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

- 1.35 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.
- 1.36 “Released Claims” means any and all claims or causes of action of every kind and description, which accrued during the Release Period, including but not limited to, any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) arising from or related to the Data Security Incident, whether known or unknown, that have or could have been asserted in the Action from the beginning of time until the end of the world.. In addition to the foregoing Release, the Representative Plaintiff agrees to release “Unknown Claims” (as set forth in Section 4.3 below), including a waiver of Section 1542 of the California Civil Code, as well as all state and federal statutory causes of action.
- 1.37 “Release Effective Date” means the date that the Settlement Administrator begins disbursing Settlement Payments to the Settlement Class.
- 1.38 “Released Parties” means SinglePoint and all of its/their respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a “Released Party.”
- 1.39 “Release Period” means the period of time from November 8, 2023, until the entry of an order granting preliminary approval of the Settlement.
- 1.40 “Service Award” means the amount awarded by the Court and paid to the Class Representative in recognition of his role in this litigation, as set forth below.
- 1.41 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

- 1.42 “Settlement Administrator” means EisnerAmper, the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class or Objections. Class Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.43 “Settlement Benefit(s)” means any Settlement Payment, Credit Monitoring Services, payments for Out-of-Pocket Losses, and Alternative Cash Payments (as set forth herein), and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, Service Awards, and Administrative Expenses.
- 1.44 “Settlement Class,” “Settlement Class Member” and “Class” is defined as “All individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.” Defendant estimates that the Settlement Class includes 11,676 individuals. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies, successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural 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 natural person.
- 1.45 “Settlement Fund” means the sum of \$650,000.00 to be paid by SinglePoint, as specified in Section 3.1 of this Agreement.
- 1.46 “Settlement Payment” means any payment to be made to any Class Member for Approved Claims pursuant to Section 3.2 herein.
- 1.47 “Settlement Website” means the Internet website 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.
- 1.48 “Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.
- 1.49 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any

income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

2. PROSPECTIVE RELIEF

- 2.1 Without admitting any liability, SinglePoint agrees to implement and maintain certain confidential cyber security, data and privacy protocols. SinglePoint will provide a declaration detailing such measures, and the costs of implementing and maintaining such measures, to Class Counsel prior to the execution of this Agreement. In consideration for the Settlement and Releases provided herein, SinglePoint has committed to implement or maintain the measures to secure personal information within its servers as set forth in the confidential declaration.
- 2.2 SinglePoint has enhanced its cyber security software, data and privacy protocols, and technology-related security measures. These enhancements provide meaningful benefits to all Class Members, regardless of whether they submit a claim. SinglePoint understands that it will bear the costs associated with implementing and maintaining these enhancements and such costs are separate and apart from and in addition to the amount of the Settlement Fund.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

- 3.1 SinglePoint will pay, or cause to be paid, \$650,000.00 to the Settlement Administrator on a non-reversionary basis to settle the case (the “Settlement Fund”). The Settlement Fund will be the complete, total, and final extent of the Released Parties’ liability in connection with the settlement of the Actions, but for the expense(s) associated with the Prospective Relief set forth in Section 2, which are separate and apart from the Settlement Fund. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to SinglePoint. The Settlement Fund will be applied to Settlement Benefits (except for the Prospective Relief set forth in Section 2), Administrative Expenses, the Fee Award and Costs, and class representative Service Awards. SinglePoint shall make, or cause to be made, the payment of funds necessary for settlement administration (as determined by the Settlement Administrator) into an escrow account controlled by the Settlement Administrator (as defined below) (“Settlement Escrow Account”) within thirty (30) days following preliminary approval. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Escrow Account, shall be returned to SinglePoint, within ten (10) days after such denial of final approval.
- 3.2 Within thirty (45) days of the Effective Date, SinglePoint shall make, or cause to be made, the payment of the balance of the \$650,000.00 Settlement Fund into the Settlement Escrow Account.
- 3.3 The Settlement Fund is to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay all Settlement Benefits (except for the Prospective Relief set forth in Section 2), Administrative Expenses, the Fee Award and Costs, and Service Awards.
- (a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.
- (b) The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the Taxes. The

Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiff, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.4 Settlement Payments. All Class Members can submit a claim for either (i) a Documented Loss Payment or (ii) an Alternative Cash Payment. Additionally, if eligible, Class Members can claim a California Statutory Cash Payment. Additionally, all Class Members can claim Credit Monitoring Services (as explained herein).

(a) Documented Loss Payment. Class Members may submit a claim for a Documented Loss as defined in Paragraph 1 (in accordance with the schedule below), cumulatively up to \$5,000.00 per individual. These losses must be accompanied by appropriate documentation, as determined by the Settlement Administrator, to be valid. These losses must be justified and documented for tasks such as:

- (i) Long distance telephone charges;
- (ii) Cell phone minutes (if charged by the minute);
- (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident);
- (iv) Costs of credit reports purchased between November 8, 2023, and the Claims Deadline;

(v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between November 8, 2023, and the Claims Deadline, provided the Claimant provides a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes;

(vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident;

(vii) Other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator; and

(viii) Any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.

(b) Alternative Cash Payment. In lieu of making a Documented Loss Payment under section 3.4(a) above, Class Members may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.9 after amounts sufficient to pay valid claims for benefits in Sections 3.4(a) (and taxes, Administrative Expenses, Service Awards, the Fee Award and Costs, the approved California Statutory Cash Payment (as defined in Section 3.4(c) below), and the costs of monitoring services (set forth in Section 3.5 below) have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option. The value of the Alternative Cash Payment is estimated to be \$50.00 or more.

(c) California Statutory Cash Payment. In addition to making a claim under Sections 3.4(a)-(b), Settlement Class Members who are residents of California (and/or who resided in California at any point between November 8, 2023, and the Claims Deadline) will also be entitled to an additional cash payment (“California Statutory Cash Payment”) in the amount of \$100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed. To qualify for the California Statutory Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

3.5 Credit Monitoring Services. Settlement Class Members will be provided with the opportunity to enroll in two (2) years of three-bureau credit monitoring services.

- 3.6 Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Settlement Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.
- 3.7 Deadline to File Claims. Claim Forms must be postmarked or received electronically within ninety (90) days after the Notice Date.
- 3.8 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.
- 3.9 Timing of Settlement Benefits. Within sixty (60) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is sooner, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.
- 3.10 Plan of Allocation. It is the intention of the Parties to distribute to Settlement Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses (including applicable taxes, if any), (ii) Court-approved Fee Award and Costs and Service Awards (to be distributed as detailed in section 9.1), (iii) the costs of the Credit Monitoring Services (iv) Approved Claims for approved Documented Losses and attested time (up to \$5,000.00 per person); and (v) Approved Claims for the California Statutory Cash Payment. The remaining amount is the Net Settlement Fund. The amount of the Alternative Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for that option. Any claims for Documented Losses under section 3.4(a) that were rejected for that category will also be eligible for the Alternative Cash Payment under this formula, as opposed to being rejected outright.
- 3.11 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment, Alternative Cash Payment, or California Statutory Cash Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check.

- 3.12 Residual Funds. The Settlement plan of allocation is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the Settlement Class Members, a subsequent Settlement Payment will be evenly distributed to all Settlement Class Members with Approved Claims for monetary payments under either paragraphs 3.4(a) or 3.4(b) above and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed *cy pres* to The Electronic Frontier Foundation a 501(c)(3) non-profit that advocates for digital privacy rights, as approved by the Court. The Parties, Defense Counsel, and Class Counsel hereby declared that they have no interest or involvement in the governance or work of the proposed *cy pres* recipient.
- 3.13 Returned Payments. 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), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.
- 3.14 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to SinglePoint after the Effective Date.
- 3.15 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but 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 due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to SinglePoint and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.16 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of SinglePoint and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to SinglePoint and/or its insurers.

- 3.17 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual 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 SinglePoint 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.
- 3.18 Payments to Settlement 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.
- 3.19 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered 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 Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or 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.
- 3.20 Limitation of Liability
- (a) SinglePoint and the Released Parties 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.

- (b) 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, SinglePoint, the Released Parties, and SinglePoint's Counsel, harmless for (i) any act or omission or determination of 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; (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.

4. RELEASE

- 4.1 After the Release Effective Date, and in consideration of full payment of the Settlement Fund by SinglePoint described herein, each Class Representative and all Settlement Class Members identified in the Settlement Class List in accordance with Section 6.5 who have not submitted a timely and valid Request for Exclusion pursuant to this Agreement, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf shall be deemed to have released, acquitted, and forever discharged SinglePoint and each of the Released Parties from any and all Released Claims including, as to the Representative Plaintiff only, any Unknown Claims (as defined below).
- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

- 4.3 Unknown Claims. “Unknown Claims” means any and all Released Claims that any Representative Plaintiff does not know or suspect to exist in his favor as of the Release Effective Date and which, if known by him, might have affected his decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Release Effective Date, Representative Plaintiff shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Representative Plaintiff and Class Counsel acknowledge that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.
- 5.2 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. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiff and SinglePoint 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. SinglePoint reserves the right to contest class certification for all other purposes. Plaintiff and SinglePoint further stipulate to designate the Class Representative as the representative for the Settlement Class.

- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 120 days after the entry of the Preliminary Approval Order.

6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by postcard with a tear-off claim form, to the same list of approximately 11,676 addresses that were mailed notice of the Data Security Incident. If a notice is returned as undeliverable, then the Settlement Administrator will search for an updated address and resend the notice to the updated address. Re-mailed notices and reminder notices will not extend any applicable deadlines (e.g., opt-out, objections, and claim deadlines). Any Reminder Notice will be paid for out of the Settlement Fund.
- 6.4 Settlement Class List. Within ten (10) Business Days after the issuance of the Preliminary Approval Order, SinglePoint will provide to the Settlement Administrator a list of the names and contact information of the Settlement Class Members that it has in its possession, custody, or control, and which have had confirmed deceased individuals removed. Everyone on the Settlement Class List will be provided with a unique identifier that they will be asked for when they submit claims. The Settlement Administrator will use the National Change of Address Registry to update the addresses on Class List prior to the initial mailing of notice.
- 6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing Requests for Exclusion, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and SinglePoint's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, SinglePoint, or SinglePoint's Counsel, will be secure and used solely for the purpose of effecting this Settlement.

- 6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. 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 claimant is a Settlement Class Member and the claim is valid. Anyone who has a good faith belief that they are a Class Member but did not receive the Summary Notice from the Settlement Administrator will have a reasonable opportunity to provide proof that they are a Class Member.
- 6.7 Settlement Website. Prior to any dissemination of the Summary 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. 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 Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website.
- 6.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to submit a Request for Exclusion to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any 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 on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion should be in writing and should identify the case (e.g., by writing “*Pierce v. SinglePoint Outsourcing*, No. VCU314801); state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and should also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in “*Pierce v. SinglePoint Outsourcing*” or substantially similar. 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. Requests for Exclusion 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.

- 6.9 Objections. The Notice shall explain that the procedure for Settlement Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator, postmarked no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. All written objections and supporting papers should clearly (a) state the Settlement Class Member's full name, current mailing address, unique identifier of the Settlement Class Member, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (g) the signature of the objector. All objections must be emailed or postmarked to the Settlement Administrator on or before the Objection Deadline, as set forth above. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections, unless they personally appear at the final approval hearing and orally state their objection.
- 6.10 Changes to Hearing. If the date and/or location of the Final Approval Hearing are changed after being initially set, then the Settlement Administrator will provide notice to the Settlement Class by updating the Settlement Website with the updated date and/or location.
- 6.11 Notice of Final Judgement. The Settlement Administrator will provide notice of any final judgment by updating the Settlement Website.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. 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 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 will provide Claimants notice and 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 Class Members to determine whether they are eligible for a Settlement Payment.

7.2 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 Notices pursuant to the Notice Plan 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 SinglePoint's 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 SinglePoint's Counsel with information concerning Notice, administration, and implementation of the Settlement, as well as a declaration or sworn statement regarding its activities and administration of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:
 - (i) Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and SinglePoint's 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, objections, 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 SinglePoint's Counsel;
 - (ii) Provide weekly reports to Class Counsel and SinglePoint's Counsel that include, without limitation, reports regarding the number of Requests for Exclusion, Objections, Claim Forms received, the

number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or SinglePoint's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

- (iii) Make available for inspection by Class Counsel and SinglePoint's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice; and
- (iv) Cooperate with any audit by Class Counsel or SinglePoint's 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.

7.3 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 Class Member who submits a Claim Form.

8. SERVICE AWARDS

- 8.1 Class Representative and Class Counsel may seek a Service Award to the Class Representative of up to \$1,500.00 (One Thousand Five Hundred Dollars) per Class Representative. Class Counsel may file the motion for a Fee Award, Costs, and Service Awards on or before fourteen (14) days before the Objection Deadline. The motion for Service Award shall be posted on the Settlement Website.
- 8.2 The Settlement Administrator shall pay the Service Award approved by the Court to the Class Representatives from the Settlement Fund. Such Service Award shall be paid by the Settlement Administrator, in the amount approved by the Court, pursuant to the same deadline as the distribution of funds to Class Members, as provided for in Section 3.
- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

- 8.4 The Parties did not discuss or agree upon the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 9.1 Class Counsel will file a motion seeking an award of attorney fees of up to one-third of the Settlement Fund (i.e., \$216,666.67) and reasonable costs and expenses no later than fourteen (14) days prior to the Objection Deadline. The motion for the Fee Award, Costs, and Service Awards shall be posted on the Settlement Website. The Settlement Administrator shall pay any Fee Award and Costs awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, pursuant to the same deadline as the distribution of funds to Class Members, as provided for in Section 3.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst all Plaintiff's counsel.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs shall constitute grounds for cancellation or termination of this Agreement.
- 9.4 SinglePoint reserves the right to challenge or object to Plaintiff's requested Fee Award and Costs.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
- (a) SinglePoint and Class Counsel execute this Agreement;
 - (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
 - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
 - (d) The Court enters the Final Approval Order; and
 - (e) The Final Approval Order has become "Final" because: (i) if no person has standing to file an appeal, the Final Approval Order has been entered; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing

or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired. To be clear, if there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

- 10.2 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, the Parties will promptly meet and confer regarding the material modification to determine if the Agreement can be amended to address the material modification. If the Parties cannot agree on a means to address the material modification after good faith meet and confer efforts, any Party, in its sole discretion, to be exercised within fourteen (14) days after exhaustion of such meet and confer efforts, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Award, but shall include any restriction or limitation in substance or scope of the Releases provided in this Agreement.
- 10.3 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.4 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.5 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, Class Members, Plaintiff, 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 costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by the Released Parties with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of the Released Parties;
- (b) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties;
- (c) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against the Released Parties, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by the Released Parties have any merit.

12. REPRESENTATIONS

12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

John J. Nelson
280 S. Beverly Drive
Beverly Hills, CA 90212

jnelson@milberg.com

- 13.2 All notices to SinglePoint or SinglePoint's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

CIPRIANI & WERNER PC

Jill H. Fertel
jfertel@c-wlaw.com
Jonathan D. Tobin
jtobin@c-wlaw.com
Three Valley Square, Suite 305
512 Township Line Road
Blue Bell, PA 19422
Tel.: (610) 567-0700

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the Settlement Administrator.
- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

14. MISCELLANEOUS PROVISIONS

- 14.1 Representation by Counsel. The Class Representative and SinglePoint represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to satisfy the preconditions for and reach the Effective Date and fulfill their obligations under this Agreement.

- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, they or it is/are competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest or as otherwise specifically set forth in this Agreement.
- 14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

14.12 Interpretation.

- (a) Definitions apply to the singular and plural forms of each term defined.
- (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

14.13 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and is in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations with the assistance of an experienced mediator.

14.14 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

14.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

14.16 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

14.17 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

14.18 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

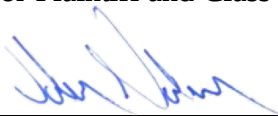
14.19 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

14.20 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.

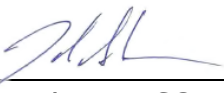
14.21 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: <u>2/11/26</u> For Defendant SinglePoint /s/ Jill H. Fertel Jill H. Fertel Jonathan D. Tobin CIPRIANI & WERNER PC	Dated: <u>2/11/2026</u> For Plaintiff and Class Members  John J. Nelson MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
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SinglePoint:

Dated: 2/11/26



JOHN ANDERSON

Class Representatives:

Dated: 2/12/2026

Ronald E. Pierce
Ronald E. Pierce (Feb 12, 2026 16:38:31 PST)

Ronald Pierce

EXHIBIT A

SinglePoint Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

Pierce v. SinglePoint Outsourcing, No. VCU314801
Superior Court for the State of California for the County of Tulare

CLAIM FORM

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a claim form if you are an individual residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.

The easiest way to submit a claim is online at www.singlepointdatasettlement.com, or you can complete and mail this claim form to the mailing address above.

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

- 1) **Documented Loss Payment:** All Settlement Class Members may submit a Claim for a Documented Loss cumulatively up to \$5,000.00 per individual. Documented Loss must be supported by Reasonable Documentation that you actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after November 8, 2023. You will be required to submit reasonable documentation supporting the losses.
- 2) **Alternative Cash Payment:** In lieu of making a Documented Loss Payment claim, you may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis. The value of the Alternative Cash Payment is estimated to be \$50.00 or more.
- 3) **California Statutory Payment:** In addition to making a claim for Documented Loss Payment or Alternative Cash Payment, Class Members who are residents of California (and/or who resided in California at any point between November 8, 2023, and the Claims Deadline) are also entitled to an additional cash payment in the amount of \$100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed. You will be required to provide proof of California residency.
- 4) **Credit Monitoring Services:** All Class Members can claim two (2) years of three-bureau credit monitoring services.

Claims must be submitted online at www.singlepointdatasettlement.com or mailed to the Settlement Administrator, postmarked by [deadline]. Use the address at the top of this form to mail your Claim Form.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

YOUR INFORMATION*All required information is marked with **

First Name*

Middle Initial

Last Name*

Mailing Address*

City*

State*

Zip Code*

Current Email Address*

Phone Number

Settlement Claim ID*

SETTLEMENT BENEFITS**I. Documented Loss Payment**

You can submit a claim for a Documented Loss cumulatively up to \$5,000.00. Documented Loss must be supported by Reasonable Documentation that you actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after November 8, 2023. You must submit reasonable documentation supporting the losses.

Such losses may include long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident), documented costs paid for credit monitoring services and/or fraud resolution services purchased between November 8, 2023, and the Claims Deadline, provided you submit a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes, documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident, and other documented losses incurred that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

☐ I attest that the losses or expenses claimed were incurred as a result of the Data Security Incident.

Loss or Expense Type	Amount and Date of Loss or Expense	Description of the Loss or Expense

II. Alternative Cash Payment

In lieu of making a Documented Loss Payment claim, you may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis. The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.10 of the Settlement Agreement after amounts sufficient to pay valid claims for Document Loss Payment, taxes, Administrative Expenses, Service Awards, the Fee Award and Costs, the approved California Statutory Cash Payment claims, and the costs of monitoring services have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option. The value of the Alternative Cash Payment is estimated to be \$50.00 or more.

☐ **I wish to receive an alternative cash payment, currently estimated to be \$50.00.**

III. California Statutory Cash Payment

If you are a resident of California or resided in California at any point between November 8, 2023, and the Claim Deadline, in addition to making a claim for Documented Loss Payment or Alternative Cash Payment above, you can submit a claim for an additional cash payment in the amount of \$100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed.

To qualify for the California Statutory Cash Payment, you must provide proof of California residency.

☐ **I wish to receive a California Statutory Cash Payment. I attest that I am a resident of California or resided in California between November 8, 2023, and Claims Deadline.**

IV. Credit Monitoring Services

In addition to or instead of the cash benefits above, you can claim two (2) years of three-bureau credit monitoring services.

☐ **I wish to receive two (2) years of three-bureau credit monitoring services.**

PAYMENT METHOD SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **Venmo**

☐ **Zelle**

☐ **PayPal**

☐ **Physical Check***

Enter the email address or phone number associated with your Venmo, Zelle, or PayPal account:

**If you select to receive your payment via physical check, payment will be mailed to the address you listed on page 2 above.*

SIGNATURE

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

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

Printed Name*

Signature*

Date*

REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your mailing address changes or you need to make a correction to the address on this Claim Form, you may contact the Settlement Administrator via email at [email address] or by writing to the address provided at the top of this Claim Form.
3. For more information about this Settlement, please visit the Settlement website at www.singlepointdatasettlement.com, or call the Settlement Administrator toll-free at 1-XXX-XXX-XXXX.
4. The deadline to submit this Claim Form is [deadline].

EXHIBIT B

SinglePoint Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

Court-Approved Legal Notice

Pierce v. SinglePoint Outsourcing

No. VCU314801

Superior Court for the State of California for
the County of Tulare

**If your Private Information was
potentially compromised in the Data
Incident that SinglePoint experienced
in November 2023, you may be eligible
to benefits from a class action
settlement.**

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

[website]

1-XXX-XXX-XXXX

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [CLAIM ID]
[FIRST NAME] [LAST NAME]
[ADDRESS 1]
[ADDRESS 2]
[CITY STATE ZIP]

A \$650,000.00 Settlement has been proposed in a class action lawsuit against SinglePoint Outsourcing, Inc. (“SinglePoint” or “Defendant”) arising from a cybersecurity incident SinglePoint experienced on or about November 8, 2023 through November 9, 2023 that impacted the Private Information of Plaintiff and Settlement Class Members. SinglePoint denies any and all wrongdoing.

Who is Included? Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.

What does the Settlement Provide? The Settlement provides the following Settlement Class Member Benefits: (i) a Documented Loss Payment up to \$5,000.00 per individual **or** (ii) an Alternative Cash Payment; **and** (iii) two (2) years of three-bureau credit monitoring services. If eligible, Class Members can also claim a California Statutory Cash Payment.

You must file a timely and valid Claim Form to receive payment or other benefit as part of the Settlement. For Alternative Cash Payment and/or Credit Monitoring Services, you may use the attached tear-off claim form. For all benefits, you can file a claim online or download a Claim Form at [website] and mail it to the Settlement Administrator, or you may call 1-XXX-XXX-XXXX and ask that a Claim Form be mailed to you. The deadline to submit a claim is [deadline].

Other Options. If you do not want to be legally bound by the Settlement, you must **exclude** yourself by [deadline]. If you want to remain part of the Settlement, you may nevertheless **object** to it by [deadline]. A more detailed Long Form Notice is available to explain how to exclude yourself or object. Please visit the website at [website] or call the toll-free number 1-XXX-XXX-XXXX for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on [date] at [time] to determine whether to approve the Settlement, Class Counsel’s request for attorney fees up to one-third of the Settlement Fund (i.e. \$216,666.67), reasonable costs and expenses, and Service Award of \$1,500.00 for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

This notice is a summary. For more information, call or visit the website below.

Learn more about the Settlement at [website] or by calling toll free 1-XXX-XXX-XXXX.

CLAIM FORM – CLAIM ID: [Claim ID]

Claims must be postmarked or submitted online no later than [deadline].

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Complete Settlement Benefits: You can submit a claim for a Documented Loss Payment up to \$5,000.00 per individual, and if eligible, you can also claim a California Statutory Cash Payment. Because you must submit supporting documentation to be compensated for documented losses, and provide proof of California residency, you cannot use this tear-off claim form for those benefits.

To file a claim for a Documented Loss Payment and/or California Statutory Cash Payment, you must submit your claim online or return the full Claim Form available at www.singlepointdatasettlement.com via mail.

Use this Claim Form to claim any of the following:

- ☐ **Alternative Cash Payment:** I wish to claim an alternative cash payment, estimated to be \$50. I understand this amount may be adjusted *pro rata*.
- ☐ **Credit Monitoring Services:** I wish to claim two (2) years of three-bureau credit monitoring services.

Select one of the following payment methods: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check

Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account:

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: _____ **Date:** _____

NO POSTAGE
NECESSARY IF
MAILED IN
THE UNITED
STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XXX BATON ROUGE LA

POSTAGE WILL BE PAID BY ADDRESSEE

SINGLEPOINT SETTLEMENT ADMINISTRATOR
PO BOX XXXX
BATON ROUGE LA 70821

Court-Approved Legal Notice

Pierce v. SinglePoint Outsourcing, No. VCU314801
Superior Court for the State of California for the County of Tulare

If your Private Information was potentially compromised in the Data Incident that SinglePoint experienced in November 2023, you may be eligible to benefits from a class action settlement.

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

A \$650,000.00 Settlement has been proposed in a class action lawsuit against SinglePoint Outsourcing, Inc. (“SinglePoint” or “Defendant”) arising from a cybersecurity incident SinglePoint experienced on or about November 8, 2023 through November 9, 2023 that impacted the Private Information of Plaintiff and Settlement Class Members. SinglePoint denies any and all wrongdoing.

Who is Included? Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.

What does the Settlement Provide? The Settlement provides the following Settlement Class Member Benefits: (i) a Documented Loss Payment up to \$5,000.00 per individual **or** (ii) an Alternative Cash Payment; **and** (iii) two (2) years of three-bureau credit monitoring services. If eligible, Class Members can also claim a California Statutory Cash Payment.

You must file a timely and valid Claim Form to receive payment or other benefit as part of the Settlement. For all benefits, you can file a claim online or download a Claim Form at www.singlepointdatasettlement.com and mail it to the Settlement Administrator, or you may call 1-XXX-XXX-XXXX and ask that a Claim Form be mailed to you. The deadline to submit a claim is **[deadline]**.

Other Options. If you do not want to be legally bound by the Settlement, you must **exclude** yourself by **[deadline]**. If you want to remain part of the Settlement, you may nevertheless **object** to it by **[deadline]**. A more detailed Long Form Notice is available to explain how to exclude yourself or object. Please visit the website at www.singlepointdatasettlement.com or call the toll-free number 1-XXX-XXX-XXXX for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **[date]** at **[time]** to determine whether to approve the Settlement, Class Counsel’s request for attorney fees up to one-third of the Settlement Fund (i.e. \$216,666.67), reasonable costs and expenses, and Service Award of \$1,500.00 for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

This notice is a summary. For more information, call or visit the website below.

Learn more about the Settlement at www.singlepointdatasettlement.com or by calling toll free 1-
XXX-XXX-XXXX.

EXHIBIT C

Superior Court for the State of California for the County of Tulare

If your Private Information was potentially compromised in the Data Incident that SinglePoint experienced in November 2023, you may be entitled to benefits from a class action settlement.

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

- A \$650,000.00 Settlement has been proposed in a class action lawsuit against SinglePoint Outsourcing, Inc. (“SinglePoint” or “Defendant”) arising from a cybersecurity incident SinglePoint experienced on or about November 8, 2023 through November 9, 2023 that impacted the Private Information of Plaintiff and Settlement Class Members.
- The Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including those who received notice of the breach.

Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies, successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural 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 natural person.

- Under the terms of the Settlement, Settlement Class Members who submit a timely and valid Claim Form may receive (i) a Documented Loss Payment up to \$5,000.00 per individual **or** (ii) an Alternative Cash Payment; **and** (iii) two (2) years of three-bureau credit monitoring services. If eligible, Class Members can also claim a California Statutory Cash Payment.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted online or Postmarked by [deadline]
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by [deadline]
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by [deadline]
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	No deadline

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Pierce v. SinglePoint Outsourcing*, No. VCU314801 in the Superior Court for the State of California for the County of Tulare (the “Action”).

2. What is this lawsuit about?

Plaintiff Ronald Pierce (“Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant alleging that on or about November 8, 2023 through November 9, 2023, SinglePoint experienced a cybersecurity incident that impacted the Private Information of the Settlement Class. SinglePoint denies any and all wrongdoing.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT?

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

Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.

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

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies, successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural 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 natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.singlepointdatasettlement.com or call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible for the following Settlement benefits:

- 1) **Documented Loss Payment:** Class Members may submit a claim for a Documented Loss cumulatively up to \$5,000.00 per individual. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after November 8, 2023. Such losses may include long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident), documented costs paid for credit monitoring services and/or fraud resolution services purchased between November 8, 2023, and the Claims Deadline, provided the Claimant provides a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes, documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident, and other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.
- 2) **Alternative Cash Payment:** In lieu of making a Documented Loss Payment claim, Class Members may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis. The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.10 of the Settlement Agreement after amounts sufficient to pay valid claims for Document Loss Payment, taxes, Administrative Expenses, Service Awards, the Fee Award and Costs, the approved California Statutory Cash Payment claims, and the costs of monitoring services have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option. The value of the Alternative Cash Payment is estimated to be \$50.00 or more.
- 3) **California Statutory Cash Payment:** In addition to making a claim for Documented Loss Payment or Alternative Cash Payment, Class Members who are residents of California (and/or who resided in California at any point between November 8, 2023, and the Claims Deadline) will also be entitled to an additional cash payment in the amount of \$100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed. To qualify for the California Statutory Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.
- 4) **Credit Monitoring Services:** All Class Members can claim two (2) years of three-bureau credit monitoring services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

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

10. What are the Released Claims?

Section 4 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read the section carefully. The Settlement Agreement is available at www.singlepointdatasettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a timely and valid Claim Form, **postmarked** or **submitted online** by **[deadline]**. Claim Forms may be submitted online at www.singlepointdatasettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address below. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-**XXX-XXX-XXXX** or by writing to:

SinglePoint Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by [deadline].

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-**XXX-XXX-XXXX**, by writing to **[email address]** or to:

SinglePoint Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.singlepointdatasettlement.com for updates.

14. How will I receive my payment?

If you submit a timely and valid Claim Form for payment, and if your Claim and the Settlement are finally approved, you will be sent a digital payment via the digital payment method that you select when you file your Claim Form. If you do not exercise the option to receive your payment via a digital payment method, your payment will be issued via a physical check sent by U.S. Mail. Please ensure you have provided a current and complete email address. If you select a physical check, the Settlement Administrator will attempt to send the check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

John J. Nelson
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
280 S. Beverly Drive
Beverly Hills, CA 90212
(858) 209-6941

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorney fees of up to one-third of the Settlement Fund (i.e. \$216,666.67) and reasonable costs and expenses. The Court may award less than the amount requested. Class Counsel may also request approval of Service Award of \$1,500.00 for the Class Representative. If awarded by the Court, the Settlement Administrator will pay attorney fees, costs, expenses, and Service Award out of the \$650,000.00 Settlement Fund.

Class Counsel's motion for Attorney Fees, Costs, Expenses, and Service Award will be made available on the Settlement Website at www.singlepointdatasettlement.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

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

17. How do I opt out of the Settlement?

To opt out and exclude yourself from the Settlement, you must timely submit a Request for Exclusion to the Settlement Administrator, postmarked **no later than [deadline]**. Your Request

for Exclusion should be in writing and should identify the case (e.g., by writing “*Pierce v. SinglePoint Outsourcing*, No. VCU314801); state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and should also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in “*Pierce v. SinglePoint Outsourcing*” or substantially similar.

Requests for Exclusion 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.

The Request for Exclusion must be **mailed** to the Settlement Administrator at the following address, and be **postmarked no later than [deadline]**:

SinglePoint Settlement Administrator
Exclusions
P.O. Box XXXX
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

18. If I opt out, can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

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

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s motion for Attorneys’ Fees, Costs, and Expenses.

Written objections must be submitted to the Settlement Administrator, postmarked or emailed **no later than [deadline]**. You may also enter an appearance in the Action, at your own expense, individually or through counsel of your own choice.

All written objections and supporting papers should:

- a) clearly state the Settlement Class Member’s full name, current mailing address, unique identifier of the Settlement Class Member, and telephone number;
- b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident);
- c) identify the specific factual and legal grounds for the objection;

- d) identify all counsel representing the Settlement Class Member, if any;
- e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years;
- f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and
- g) the signature of the objector.

All objections must be emailed or mailed to the Settlement Administrator, postmarked **no later than [deadline]**.

SinglePoint Settlement Administrator
Objections
P.O. Box XXXX
Baton Rouge, LA 70821

Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections, unless they personally appear at the final approval hearing and orally state their objection.

21. What is the difference between objecting and asking to opt out?

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [date] at [time] to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, Expenses, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.singlepointdatasettlement.com.

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

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

24. May I speak at the Final Approval Hearing?

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

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

IF YOU DO NOTHING

25. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.singlepointdatasettlement.com, by calling 1-XXX-XXX-XXXX, by writing to [email address] or:

SinglePoint Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

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

EXHIBIT D

1
2 John J. Nelson (SBN 317598)
3 **MILBERG, PLLC**
4 280 S. Beverly Drive
5 Beverly Hills, CA 90212
6 Telephone: (858) 209-6941
7 Email: jnelson@milberg.com

8
9 *Attorneys for Plaintiff and the Proposed
10 Settlement Class*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF TULARE**

14 RONALD PIERCE, on behalf of himself and
15 all others similarly situated,

16 Plaintiff,

17 v.

18 SINGLEPOINT OUTSOURCING,

19 Defendant.

Case No. VCU314801

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. David C. Mathias

Hearing Date:
Hearing Time:
Hearing Location: Dept. 1

1 The motion by Plaintiff Ronald Pierce (“Plaintiff”), for preliminary approval of the Parties’
2 proposed class action settlement agreement (the “Settlement Agreement”) came on for hearing
3 before this Court on _____, 2026, at ____ a.m. The Court, having considered all papers filed in
4 connection with the motion, all argument of counsel, and, good cause appearing, hereby ORDERS
5 as follows;

6 1. This Preliminary Approval Order incorporates the Settlement Agreement, and the
7 terms used herein shall have the meanings and/or definitions given to them in the Agreement, as
8 submitted to the Court with the Motion.

9 2. For purposes of settlement and conditioned upon the Settlement receiving final
10 approval following the Final Approval Hearing, this Court hereby conditionally certifies the
11 Settlement Class, defined as: All individuals residing in the United States whose PII was
12 compromised in the Data Breach, including all those who received notice of the breach. Excluded
13 from the Settlement Class are (1) the Judge(s) presiding over the Action and members of their
14 immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies,
15 successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural
16 persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-
17 Out Period; and (4) the successors or assigns of any such excluded natural person.”

18 3. The Court finds that, for the purposes of settlement: (a) the number of members of
19 the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are
20 questions of law and fact common to members of the Settlement Class; (c) the claims of Plaintiff
21 are typical of the claims of the members of the Settlement Class; (d) Plaintiff is an adequate
22 representative for the Settlement Class and has retained experienced and adequate Class Counsel;
23 (e) questions of law and fact common to the members of the Settlement Class predominate over any
24 questions affecting any individual members of the Class; and (f) a class action is superior to the
25 other available methods for the fair and efficient adjudication of the controversy.

26 4. For the purposes of settlement only, the Court finds and determines that the named
27 Plaintiff will fairly and adequately represent the interests of the Settlement Class in enforcing their
28 rights in the action and appoints Ronald Pierce as Class Representative.

1 5. For purposes of settlement only, the Court appoints as Class Counsel: John J. Nelson
2 of Milberg Coleman Bryson Phillips Grossman, PLLC.

3 6. Eisner Ampner is appointed as Settlement Administrator. The Settlement
4 Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to
5 settlement and claims administration.

6 7. The Final Approval Hearing Date shall be _____, **2026** at _____. before the
7 Honorable David C. Mathias, in Department 1 of the Superior Court of California for the County of
8 Tulare, to consider and confirm as final: (a) the fairness, reasonableness, and adequacy of the
9 proposed Settlement Agreement; (b) any objections made by Settlement Class Member to the
10 proposed Settlement Agreement; (c) whether the Settlement Agreement should be finally approved
11 by this Court; (d) Class Counsel's motion for attorneys' fees, costs, and service awards for the
12 named Plaintiffs and Class Representatives; and (e) such other matters as this Court may deem
13 proper and necessary.

14 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
15 not later than fourteen days before the Objection Deadline, which is 60 days after the Settlement
16 Administrator issues the class notice.

17 9. Class Counsel are to file and serve the Motion for Final Approval on or before 14
18 days before the Final Approval Hearing.

19 10. The proposed form, timing, and methods of Class Notice described in the Settlement
20 Agreement, including the summary notice and long form notice attached to the Settlement
21 Agreement as Exhibits B and C and are hereby approved for the purpose of notifying the members
22 of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date,
23 and the rights of Settlement Class Member to exclude themselves or object to the Settlement, and
24 shall be sent to the members of the Settlement Class substantially in the forms approved. The Parties
25 may by mutual written consent make non-substantive changes to the notices without Court approval.
26 The costs of giving notice to the members of the Class shall be paid by Defendant separately from
27 all other relief afforded to the Class.

28 11. The Settlement Administrator shall issue the Class Notice within 30 days after the

1 entry of this Preliminary Approval Order by mail and/or e-mail and Settlement Website publication
2 as set forth in the Settlement Agreement.

3 12. The Long-Form Notice, Settlement Agreement, and Preliminary Approval Order
4 shall be posted on the Settlement Website created by the Settlement Administrator.

5 13. Within seven days after the Opt-Out Period and Objection Deadline, the Settlement
6 Administrator shall furnish to Settlement Class Counsel and to Defendant's counsel a complete list
7 of all timely and valid requests for exclusion and any valid Objections.

8 14. Settlement Class Member who wish to exclude themselves from the Settlement Class
9 for purposes of this Settlement may do so by submitting a request for exclusion to the Settlement
10 Administrator that is postmarked by 60 days after Settlement Administrator sends the Short-Form
11 Notice. The request for exclusion must comply with the exclusion procedures set forth in the
12 Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the
13 Settlement Class shall timely submit written notice of such intent to the designated address set forth
14 in the notice. The written notice must clearly manifest the intent to be excluded from the Settlement
15 Class and must be signed by the Settlement Class member. A request for exclusion may not request
16 exclusion of more than one member of the Settlement Class. Each opt-out must be individually
17 submitted; mass opt-outs are not permitted.

18 15. Any member of the Settlement Class who timely requests exclusion consistent with
19 these procedures may not file an objection to the Settlement Agreement and shall be deemed to have
20 waived any rights or benefits under this Settlement Agreement. Settlement Class Members who fail
21 to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement
22 Agreement and the final Judgment.

23 16. Any member of the Settlement Class who has not timely filed a request for exclusion
24 may object to the granting of final approval to the settlement. Settlement Class Members may object
25 on their own or may do so through separate counsel at their own expense.

26 17. Any written objection to the Settlement Agreement must: a) state the Settlement
27 Class Member's full name, current mailing address, unique identifier of the Settlement Class
28 Member, and telephone number; (b) include proof that the Settlement Class Member is a member

1 of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data
2 Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify
3 all counsel representing the Settlement Class Member, if any; (e) include a list, including case name,
4 court, and docket number, of all other cases in which the objector and/or the objector's counsel has
5 filed an objection to any proposed class action settlement in the past five (5) years; (f) contain a
6 statement regarding whether the Settlement Class Member (or counsel of his or her choosing)
7 intends to appear at the Final Approval Hearing; and (g) the signature of the objector. All objections
8 must be emailed or postmarked to the Settlement Administrator on or before the Objection Deadline,
9 as set forth above. Any Settlement Class Member who does not make their objections in the manner
10 and by the date set forth in this paragraph shall be deemed to have waived any objections and shall
11 be forever barred from raising such objections except and unless they personally appear at the Final
12 Approval Hearing to orally state their objection, subject to Court approval.

13 18. All pretrial proceedings in this Action are stayed and suspended until further order
14 of this Court, except such actions as may be necessary to implement the Settlement Agreement.

15 19. In the event that the Settlement Agreement is terminated pursuant to its terms,
16 disapproved by any court (including any appellate court), and/or not consummated for any reason,
17 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
18 purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings
19 regarding that class certification order, shall be automatically vacated upon notice of the same to the
20 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to
21 this Settlement Agreement and such findings had never been made, and the Action shall return to
22 the procedural posture on the day before the Settlement Agreement was executed, in accordance
23 with this paragraph.

24 20. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
25 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation
26 thereof in accordance with the settlement preliminarily approved herein and the related orders of
27 this Court.

28 21. The Parties are directed to carry out their obligations under the Settlement

1 Agreement.

2 **Summary of Applicable Dates**

- 3
- 4 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than 30
 - 5 days after entry of Preliminary Approval Order.
 - 6 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
 - 7 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
 - 8 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
 - 9 • **Deadline to Respond to Objections and Move for Final Approval:** 14 days before
 - 10 the Final Approval Hearing.
 - 11 • **Final Approval Hearing Date:** _____, 2026 at ____ a.m. (no earlier than 120 days
 - 12 after date of this Preliminary Approval Order).
 - 13
 - 14

15 **IT IS SO ORDERED.**

16

17 Dated: _____

18 Hon. David C. Mathias
19 Judge of the Superior Court
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