

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Crystal Gannon and Jason Metzner (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 38), and W.P. Malone, Inc. d/b/a AllCare Pharmacy, (“AllCare” or “Defendant”) (collectively the “Parties”), in the action *Gannon, Crystal, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy*, (Case No. 60cv-24-3329) filed on or about July 10, 2024, in the Circuit Court of Pulaski County, Arkansas (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on July 10, 2024, Plaintiffs filed a Complaint against Defendant in the Circuit Court of Pulaski County, Arkansas, related to a cybersecurity incident that Defendant discovered on or around September 21, 2023 affecting Defendant;

WHEREAS, on July 30, 2024, Defendant filed a motion to dismiss Plaintiffs’ Complaint;

WHEREAS, after weeks of negotiations, the Parties engaged in a formal mediation with Hon. Philip Gutierrez (Ret.) of JAMS on April 14, 2025. During that mediation, the Parties succeeded in reaching a final agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way;

WHEREAS, the Parties exchanged both formal and informal discovery and engaged in extensive arm’s length negotiations for several months which resulted in an agreement on the essential terms of a settlement; and

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. “Alternative Cash Payment” means the cash payment of \$50.00 that Settlement Members can claim as set forth in Paragraph 43(d).
3. “Defendant’s Counsel” means Justin Boron of Freeman Mathis & Gary, LLP.
4. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Ordinary Loss, Extraordinary Losses, Credit Monitoring Services, Lost Time Reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.
5. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date forty-five (45) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end forty-five (45) days after the Notice Deadline.
7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.
8. “Court” means the Pulaski County Circuit Court of Arkansas, Civil Division.
9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 42, which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.
10. “Data Incident” means the cybersecurity incident affecting Defendant that Defendant reported to the Office for Civil Rights at the Department of Health and Humans Services under the under the tracking number RD69RN2SR7.
11. “Effective Date” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally

approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. "Extraordinary Losses" means monetary losses that meet the following conditions: (i) is an actual, documented and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse (ii) that was more likely than not caused by the Data Incident; (iii) that occurred between September 21, 2023, and the Claims Deadline; (iv) that is not already covered by one or more of the normal reimbursement categories; and (v) that the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to, exhaustion of all of the Settlement Class Member's available credit monitoring insurance and identity theft insurance. The maximum amount any one Settlement Class Member may recover for extraordinary losses is \$1,000.00. Extraordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(c).

13. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representatives

15. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Arkansas Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

17. "Lost Time" means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/ or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of three (3) hours at \$25.00 per hour, supported by an attestation

that the activities were related to the Data Incident, made under penalty of perjury, as set forth in Paragraph 43.

18. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

19. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

22. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

23. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. “Ordinary Loss” means unreimbursed, documented expenses and fees actually incurred, or Lost Time actually spent, as a result of the Data Incident between September 21, 2023, and the Claims Period Deadline and that fit a category provided in Paragraph 43(a)(i)-(ii). Ordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(a).

25. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 55.

26. “Personal Information” includes, but is not limited to, first name or first initial and last name, Social Security number, date of birth, driver’s license number, employer-assigned identification number, passport number, financial information, electronic digital signature, username & password, PIN, or account Login, medical information, and health insurance

information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Arkansas Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “Released Parties” means Defendant, W.P. Malone, Inc. d/b/a AllCare Pharmacy and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

30. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 55.

32. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 69.

33. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. “Settlement Administrator” means CPT Group, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “Settlement Class” means all individuals whose Personal Information was contained in Defendant’s digital records on September 21, 2023 and all individuals who were sent or provided notice or a letter informing them about the Data Incident. Excluded from the Settlement Class are (i) Defendant and its counsel (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

36. “Settlement Class Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC and Scott Cole of Cole & Van Note.

37. “Settlement Class List” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Class Representatives” means Crystal Gannon and Jason Metzner.

40. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 47.

41. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

SETTLEMENT BENEFITS AND REIMBURSEMENT

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided through CPT Group which

will include two (2) years of three-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. All Settlement Class Members who were offered or who previously claimed the 12 months credit monitoring offered to them shall be permitted to file a claim for an additional 1-year term (i.e., 2 years total).

43. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses and Extraordinary Losses, or, in the alternative, Alternative Cash Payments, as described below up to an aggregate cap of Three-Hundred Thousand Dollars and Zero Cents (\$300,000.00). In the unlikely event that the total Settlement benefits claimed in Paragraph 43 exceed \$300,000, such Approved Claims will be decreased *pro rata* to stay within the maximum \$300,000 cap. Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose an Alternative Cash Payment.

- a. **Claims for Compensation of Ordinary Losses** up to a total of \$150.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Ordinary Losses on the minor’s behalf. Ordinary Losses include:
 - i. *Out of pocket expenses actually incurred* as a result of the Data Incident, and that are unreimbursed losses relating to fraud or identity theft; Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident;
- b. **Claims for Reimbursement for Lost Time** up to 3 hours at a rate of \$25.00 per hour (for a total of \$75.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident. Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form

that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$150.00 cap for Ordinary Losses.

- c. **Claims for Extraordinary Losses** up to a total of \$1,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:

- i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
- ii. The submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.
- iii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
- iv. The loss was incurred after September 21, 2023 and before the Claims Period Deadline;
- v. The loss is not already covered by the Ordinary Loss or Lost Time categories;
- vi. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- vii. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor’s behalf.

- d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per Settlement Class Member in lieu of claims for Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

45. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely and with the mandatory attestation under oath.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.
- d. The Settlement Administrator will determine to what extent documentation for Ordinary Losses and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after September 21, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident (which was name, Social Security number, driver's license number, bank account number, and routing number); (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

47. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed, but no more than the aggregate cap defined in Paragraph 43, to pay Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement and subject to the aggregate cap defined in Paragraph 43

- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47(a).
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

49. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

SETTLEMENT CLASS NOTICE

51. **Timing of Notice.** Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short

Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

53. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

54. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

OPT-OUTS AND OBJECTIONS

55. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 55, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

57. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs

and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;

- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

58. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties 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, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

59. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

60. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**, at least fourteen (14) days before the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

61. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the

Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

MODIFICATION AND TERMINATION

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

63. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. This Agreement does not permit Settlement Class Counsel to terminate this Agreement in the event that the Court fails to approve an award of Fees and Costs or Service Award Payments occur. In addition to the termination rights under Paragraph 63, Defendant may terminate this Agreement in the event that more than 100 Settlement Class Members submit a Request for Exclusion, if more than \$6,000.00 in total is requested as service awards, or if more than \$200,00.00 is requested as a Fee Award and Costs.

64. **Effect of Termination.** In the event of a termination as provided in Paragraph 63, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

65. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final

Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

RELEASES

66. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

67. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

68. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

69. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

SERVICE AWARD PAYMENTS

70. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00) for each named Plaintiff, for a total payment of \$6,000. If more than \$6,000.00 in total is requested as service awards, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

71. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

72. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred Thousand Dollars (\$200,000.00). If more than \$200,00.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Defendant will not be obligated to pay a Fee Award and Costs that exceeds \$200,000. Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

73. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

NO ADMISSION OF LIABILITY

74. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

75. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who

opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

76. **Limitation of Liability and Indemnity.** Defendant and its counsel may not be held responsible for 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; the formulation, design or terms of the disbursement of the Settlement; (iv) determination, administration, calculation or payment of any claim in the Settlement; (v) any losses suffered by, or fluctuations in the value of the Settlement; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation or filing of any returns. Defendant is not required to communicate with Class Members about the amounts paid under the Settlement. The Settlement Administrator must indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and Defendant and its counsel harmless for any acts or omissions arising from notice and administration of the Settlement.

MISCELLANEOUS

77. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

78. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

79. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

80. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement

and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

81. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

82. **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.

83. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

84. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

85. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

86. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

87. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

88. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

90. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the Arkansas, without regard to choice of law principles.

91. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

92. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

Scott Cole
COLE & VAN NOTE
555 12th Street, Ste. 2100
Oakland, CA 94607
sec@colevannote.com

All notices to Defendant provided for herein, shall be sent by email to:

Justin Boron
FREEMAN MATHIS & GARY, LLP
1600 Market Street Suite 1210
Philadelphia, PA 19103
Justin.boron@fmglaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

93. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

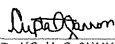
94. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

95. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

SIGNATURES

Crystal Gannon

By: 
ID vKGxUoSz9UMYgoSyygZs5aTF3

Date: 6/2/2025

Jason Metzner

By: _____

Date: _____

W.P. Malone, Inc. d/b/a AllCare Pharmacy

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

By:  _____
Scott Cole

Date: 6/3/25

Counsel for Defendant

By: _____
Justin Boron

Date: _____

eSignature Details

Signer ID:	vKGxUoSz9UMYgeSygZs5aTF3
Signed by:	Crystal Gannon
Sent to email:	crystalgannon84@gmail.com
IP Address:	174.230.153.49
Signed at:	Jun 2 2025, 12:46 pm PDT

37. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

38. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

39. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

40. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

SIGNATURES

Crystal Gannon

By: _____

Date: _____

Jason Metzner

By: _____

Date: _____

W.P. Malone, Inc. d/b/a AllCare Pharmacy

By: W. Perry Malone P.

Date: 5-20-25

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

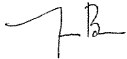
By: _____
Raina C. Borrelli

Date: _____

By: _____
Scott Cole

Date: _____

Counsel for Defendant

By:  _____
Justin Boron

Date: 6/11/25

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

Scott Cole
COLE & VAN NOTE
555 12th Street, Ste. 2100
Oakland, CA 94607
sec@colevannote.com

All notices to Defendant provided for herein, shall be sent by email to:

Justin Boron
FREEMAN MATHIS & GARY, LLP
1600 Market Street Suite 1210
Philadelphia, PA 19103
Justin.boron@fmglaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

93. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

94. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

95. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

SIGNATURES

Crystal Gannon

By: _____

Date: _____

Jason Metzner

Date: 06 / 09 / 2025

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Raina Borrelli
Raina C. Borrelli

Date: 06 / 09 / 2025

By: _____
Scott Cole

Date: _____

Counsel for Defendant

By: _____
Justin Boron

Date: _____

Title	AllCare Settlement Agreement Jason Metzner
File name	STLMT_AGMT_-_AllCare_Final_.docx
Document ID	6bdd4d99148aaece67d8196502e4ab727c37b8d7
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from embedded.hellosign.com

Document History



SENT

06 / 09 / 2025
11:40:17 UTC-5

Sent for signature to Jason Metzner (jasonmetzner@ymail.com)
from esignature@straussborrelli.com
IP: 104.181.47.249



VIEWED

06 / 09 / 2025
17:47:09 UTC-5

Viewed by Jason Metzner (jasonmetzner@ymail.com)
IP: 98.23.231.99



SIGNED

06 / 09 / 2025
17:47:39 UTC-5

Signed by Jason Metzner (jasonmetzner@ymail.com)
IP: 98.23.231.99



COMPLETED

06 / 09 / 2025
17:47:39 UTC-5

The document has been completed.

Title	AllCare SA
File name	AllCare___Settlem...ner_ymail.com.pdf
Document ID	e7ac96810b0a5c1d9a874526cf5ee64f38f89aee
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

06 / 09 / 2025
20:03:13 UTC-5

Sent for signature to Raina Borrelli
(raina@straussborrelli.com) from
esignature@straussborrelli.com
IP: 98.240.128.81



VIEWED

06 / 09 / 2025
20:03:54 UTC-5

Viewed by Raina Borrelli (raina@straussborrelli.com)
IP: 98.240.128.81



SIGNED

06 / 09 / 2025
20:04:05 UTC-5

Signed by Raina Borrelli (raina@straussborrelli.com)
IP: 98.240.128.81



COMPLETED

06 / 09 / 2025
20:04:05 UTC-5

The document has been completed.

EXHIBIT A

COURT APPROVED LEGAL NOTICE

Case No. 60cv-24-332

If you were notified by AllCare Pharmacy about a September 2023 Data Security Incident, you may be entitled to a cash payment from a settlement.

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

**Gannon vs. W.P. Malone, Inc. dba
AllCare Pharmacy**
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PRESOTED
First Class
US Postage
PAID

ELECTRONIC SERVICE REQUESTED

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

A settlement has been reached in a class action lawsuit against W.P. Malone, Inc. d/b/a AllCare Pharmacy, ("AllCare" or "Defendant") regarding a cybersecurity that resulted in an unauthorized user gaining access to AllCare systems and discovered by AllCare around September 21, 2023 (the "Data Incident").

WHO IS IN THE SETTLEMENT? All individuals whose Personal Information was contained in Defendant's digital records on September 21, 2023 and all individuals who were sent or provided notice or a letter informing them about the Data Incident.

WHAT CAN I GET? You may file a claim for Credit Monitoring Services and one of the Cash Payments:

- **Credit Monitoring Services:** All Settlement Class Members may enroll in two (2) years of credit monitoring services.
- **Claims for Ordinary Losses and Lost Time:** You may file a claim for Ordinary Losses up to \$150 with supporting documentation. This includes reimbursement for time spent responding to the Data Incident at a rate of \$25.00 per hour for up to 3 hours (i.e., up to \$75.00).
- **Claims for Extraordinary Losses:** You may file a claim for Extraordinary Losses up to \$1,000 with supporting documentation.
- **Alternative Cash Payment:** As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a \$50 Alternative Cash Payment. No documentation is required. This amount may also be adjusted pro rata depending on the number of claims filed. **You may not claim both the Alternative Cash Payment and any combination of Ordinary Losses, Lost Time, or Extraordinary Losses.**

CLAIM FORM. The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com). If you prefer to mail in a claim form, a downloadable version is available on the Settlement Website. Your Claim Form must be submitted by [Date].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must request to be excluded ("Opt Out") by [Date]. If you want to remain part of the settlement, you may submit a written objection by [Date]. A more detailed notice is available on the settlement website [www.\[Web Address\].com](http://www.[Web Address].com) that explains how to exclude yourself or object.

The Court will hold a Final Fairness Hearing on [Date] at [Time] to decide whether to approve the Settlement. You may attend the hearing at your own expense, but you are not required to do so.

This notice is a summary. For more information, visit [www.\[Web Address\].com](http://www.[Web Address].com). If you have questions, contact the Settlement Administrator at [Toll-free number or by email at [\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com)].

EXHIBIT B

**If you were notified by AllCare Pharmacy about a September 2023
Data Security Incident, you may be entitled to a Cash Payment.**

Gannon, Crystal, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy
Pulaski County Circuit Court of Arkansas, Civil Division
Case No. 60cv-24-3329

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

- A settlement has been reached in a class action lawsuit against W.P. Malone, Inc. d/b/a AllCare Pharmacy, (“AllCare” or “Defendant”) regarding a cybersecurity that resulted in an unauthorized user gaining access to AllCare systems and discovered by AllCare on or around September 21, 2023 (the “Data Incident”).
- You are a “Class Member” if your personal information was accessed in the Data Incident and you received notice or a letter regarding the incident.
- All Class Members can enroll in two years of credit monitoring. In addition, Defendants have agreed to pay up to \$300,000 for cash payments as follows: (a) payment for documented ordinary losses of \$150, including lost time at the rate of \$25/hour for up to three hours (or \$75 total); (b) payment for documented extraordinary losses up to \$1,000; or (c) an Alternative Cash Payment in the amount of \$50, subject to a pro rata adjustment based upon the total number of valid claims.

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

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive no payment and will no longer be able to sue Defendants over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a payment or other benefit. Claims must be submitted by [Date] .	[Date]
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendants, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendants for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	[Date]
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	[Date]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards and costs. No Settlement benefits or payments will be provided unless and until 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 about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable [Judge] of the Pulaski County Circuit Court of Arkansas, Civil Division is overseeing this class action. The case is known as *Gannon, Crystal, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy*, Case No. 60cv-24-3329 (the “Action”). The people who filed this lawsuit are referred to as the “Plaintiffs” or “Class Representatives,” and the entities sued, W.P. Malone, Inc. d/b/a AllCare Pharmacy are referred to as “Defendants.”

2. What is this lawsuit about?

The Action arises from a data security incident. On or around September 21, 2023, AllCare discovered that a cybercriminal accessed information on its network. Defendants mailed and published notice of the Data Incident to Class Members.

Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendants deny all other claims made in the Action. By entering into the Settlement, Defendants are not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs’ or Defendants’ favor. Instead, Plaintiffs and Defendants agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendants.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if your personal information was potentially involved in the Data Incident discovered in September 2023. Defendants previously mailed notice of the Data Incident to Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Toll-free number] or by emailing [Email address]@cptgroup.com.

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

Yes. Excluded from the Settlement Class are (i) Defendant and its counsel (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

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

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

By submitting a valid and timely claim for one or more benefits using the Claim Form, you are eligible to receive Credit Monitoring Services and a Cash Payment.

Credit Monitoring Services: All Settlement Class Members may enroll in two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance. Instructions for enrollment will be provided once the Settlement is finally approved.

In addition, Defendant has agreed to pay cash claims up to an aggregate cap \$300,000 to settle the claims in this Action.

Cash Payment Options:

Claims for Ordinary Losses: You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$150 per person. A legal guardian for a Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Ordinary Losses on the minor's behalf.

Examples of ordinary losses include: (i) out of pocket expenses actually incurred as a result of the Data Incident, and that are unreimbursed losses relating to fraud or identity theft; Lost Time; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. (ii) Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident

Examples of supporting documentation include: (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Claims for Lost Time: Settlement Class Members with time spent remedying issues related to the Data Incident may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time

must be combined with reimbursement for Ordinary Losses, subject to the \$150 cap .

Claims Extraordinary Losses: You may submit a timely and valid Claim Form for extraordinary losses for up to \$1,000 per person if the extraordinary loss meets the following conditions (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft, (ii) the submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation, (iii) the loss from fraud or identity theft was more likely than not caused by the Data Incident, (iv) the loss was incurred after September 21, 2023 and before the Claims Deadline, (v) the loss is not already covered by the Ordinary Loss or Lost Time categories, and (vi) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. A legal guardian for a Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor’s behalf.

Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a \$50.00 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive a cash payment under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendants about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim for the cash payment?

To receive a Cash Payment you must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Postcard Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling **[Toll-free number]** or by writing to:

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[\[Email address\]@cptgroup.com](mailto:[Email address]@cptgroup.com)

11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), 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 or be part of any other lawsuit against Defendants and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

The Settlement Agreement in Section 66 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

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

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.\[Website address\].com](http://www.[Website address].com) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607 and Raina C. Borrelli of Strauss Borrelli PLLC, 980 N. Michigan Avenue, Suite 1610, Chicago, IL 60611 as Class Counsel 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 the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys’ fees and costs not to exceed \$200,000. They will also ask the Court to approve service awards not to exceed \$3,000.00 to each Plaintiff for their service

to the Action and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid by Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at [www.\[Website address\].com](http://www.[Website address].com) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

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 Defendants on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail or email a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone.

The opt-out request must be postmarked by the United States Postal Service and sent to the Settlement Administrator at the following address by [Deadline]:

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

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

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

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

No. Unless you opt-out, you give up any right to sue Defendants and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Action to start your own lawsuit against the Defendants or any of the 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 or requested attorneys' fees, costs and service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and service awards. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than [Deadline], stating you object to the Settlement.

The objection must include all the following additional information:

- 1) Your full name, current address, current telephone number, and any email address;
- 2) The case name and number — *Gannon, Crystal, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy*, Case No. 60cv-24-3329;
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your Postcard Notice, copy of the original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- 4) A written statement of the position you wish to assert, including the legal and factual grounds for the position;
- 5) Copies of any other documents you wish to submit in support of your position;
- 6) The identity of any and all counsel representing you in connection with the objection;
- 7) A statement whether you or your counsel request to appear at the Final Approval Hearing; and
- 8) Your signature or the signature of your duly authorized attorney or any other duly authorized representative representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be emailed to or mailed, postmarked by the United States Postal Service no later than [Deadline] to the Settlement Administrator at the following address:

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 56 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

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, service awards, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [Date/Time] before Judge [Judge] at the [Court address].

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 and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.\[Website address\].com](http://www.[Website address].com).

23. Do I have to attend to 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 send an objection, you do not have to come to Court 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 exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) 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. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendants or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

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.\[Website address\].com](http://www.[Website address].com), by calling [Toll-free number] or by writing to:

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

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

EXHIBIT C

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

Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[www.\[Web Address\].com](http://www.[Web Address].com)

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been compromised in the *Gannon, Crystal, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy* data incident that took place on or about September 21, 2023, and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.

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

- **Credit Monitoring Services:** In addition to electing a Cash Payment, you may submit a claim for two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance. Instructions for enrollment will be provided once the Settlement is finally approved.
- **Cash Payment Options:** If you select the Alternative Cash Payment, you may not claim a payment for Ordinary Losses, Lost Time or Extraordinary Losses.

Claims for Ordinary Losses: You may be eligible for reimbursement up to \$150 per person with supporting documentation showing that you incurred losses as a result of the Data Incident. You may be eligible for reimbursement of Lost Time for up to three (3) hours at \$25 per hour (for a total of \$75) for time remediating issues related to the Data Incident. Claims made for Lost Time must be combined with reimbursement for Ordinary Losses, subject to the \$150 aggregate individual cap referenced above.

Claims for Extraordinary Losses: You may be eligible for reimbursement up to \$1,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Data Incident; (iii) occurred **after** September 21, 2023 and before the Claims Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a \$50.00 Alternative Cash Payment. To receive this benefit, you must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

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

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

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

Your Information

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

[illegible][illegible][illegible][illegible]

--	--

--	--	--	--	--

--	--	--

−

--	--	--

−

--	--	--	--

[illegible]

--	--	--	--	--	--

Credit Monitoring Services

You can receive two (2) years of free credit monitoring services including at least \$1,000,000.00 in identity theft protection insurance. You can choose this option even if you also chose a Cash Payment.

Please check below to receive the Credit Monitoring Services benefit.

☐ Receive 2 years of Credit Monitoring Services

Cash Payment

You can submit a claim for one of the following cash payments: Ordinary Losses including Lost Time and/or Extraordinary Losses **or** Alternative Cash Payment.

1. Ordinary Losses: You can receive reimbursement for up to \$150 total, including your claim for Lost Time if you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money,

Examples of ordinary losses include: out of pocket expenses incurred as a result of the Data Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between September 21, 2023, and the date of the Claims Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

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

2. Lost Time: If you spent time dealing with issues related to the Data Incident, you may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for Ordinary Losses, subject to the \$150 aggregate individual cap referenced above.

To obtain reimbursement under Lost Time, round up to the nearest hour and check only one box.

☐ 1 Hour

☐ 2 Hours

☐ 3 Hours

Date	Description of Lost Time spent dealing with issues related to the Data Incident

3. Extraordinary Losses: You can receive reimbursement for documented extraordinary losses for up to \$1,000 total that were incurred as a result of the Data Incident if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft, (ii) the submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation, (iii) the loss from fraud or identity theft was more likely than not caused by the Data Incident, (iv) the loss was incurred after September 21, 2023 and before the Claims Deadline, (v) the loss is not already covered by the Ordinary Loss or Lost Time categories, and (vi) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft for each expense (you may redact unrelated transactions).

4. Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a \$50 Alternative Cash Payment.

Please check below to receive the \$50 Alternative Cash Payment.

☐ I choose a cash payment of \$50 in the alternative to compensation for Ordinary Losses, Lost Time, and Extraordinary Losses.

How You Will Receive Your Payment

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

Signature

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

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

Signature

Date: ____ - ____ - ____
MM DD YYYY

Print Name

EXHIBIT D

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

**CRYSTAL GANNON and
JASON METZNER, individually
and on behalf of all others
similarly situated,**

PLAINTIFFS,

v.

CASE NO. 60CV-24-3329

**W.P. MALONE, INC. d/b/a
ALLCARE PHARMACY**

DEFENDANT.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Having reviewed the filings, supportive documents and being fully advised, the Court finds and ORDERS as follows:

1. Unless otherwise defined, all terms in this Order have the same meaning as in the Settlement Agreement and Release ("Agreement").
2. The Court has conducted a preliminary evaluation of the proposed Settlement. It finds that the Agreement meets the requirements of Ark. R. Civ. P. 23 for settlement purposes only and that the proposed Settlement Class satisfies the numerosity, commonality, typicality, and adequacy requirements. The Court further finds that common issues predominate, and that class-wide settlement is superior to individual actions.
3. The Court finds that the Settlement appears fair, reasonable and adequate; is the result of informed, arm's-length negotiations by experienced counsel; and justifies notice to the Class. Accordingly, the Court grants preliminary approval of the Settlement.
4. For settlement purposes only, the Court certifies the following Settlement Class:

5. All individuals whose Personal Information was contained in Defendant's digital records on September 21, 2023, and all individuals who were sent or provided notice or a letter informing them about the Data Incident.

6. Excluded from the Settlement Class are: (1) the presiding judge and their immediate family and staff; (2) Defendant and entities in which it holds a controlling interest, and their legal representatives, officers, directors, and employees; and (3) any person who submits a valid and timely request for exclusion.

7. Plaintiffs Crystal Gannon and Jason Metzner are appointed as Class Representatives.

8. Scott Edward Cole of Cole & Van Note ("CVN") and Raina Borrelli of Strauss Borrelli PLLC are appointed as Co-Lead Class Counsel.

9. The Final Approval Hearing is set for _____, 2025, at _____ a.m./p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and to address Class Counsel's request for attorneys' fees, expenses, and service awards.

10. CPT Group, Inc. is appointed as the Settlement Administrator.

11. The Court approves the proposed Notice Plan, finding it satisfies due process and Ark. R. Civ. P. 23. Notice shall be completed within 30 days of this Order (the "Notice Date").

12. The Opt-Out and Objection Deadline is 60 days after the Notice Date. Requests for exclusion must comply with the Agreement and Notice. Class Members who do not exclude themselves will be bound by all orders and judgments.

13. Objections must include: (i) objector's name and address; (ii) case name and number; (iii) statement of all grounds for objection; (iv) identification of any counsel; (v) intent to appear; and (vi) signature.

14. Any Class Member who fails to timely object shall waive all objections and be barred from appeal or further review.

15. To receive benefits, Class Members must submit valid claims within 45 days after the Notice Date. Claims may be submitted by mail or through the Settlement Website.

16. Certification is solely for settlement purposes. If the Settlement is not finally approved, all proceedings will revert to their prior status and this certification will be null and void.

17. Pending final approval, Settlement Class Members are enjoined from pursuing Released Claims.

18. Class Members need not appear at the Final Approval Hearing to remain eligible for relief.

19. All other proceedings are stayed pending further order. The Court adopts the following schedule:

<u>Event</u>	<u>Date</u>
Defendant provides Class List to Settlement Administrator	Within 10 days after entry of Preliminary Approval Order (Agreement ¶ 51)
Settlement Administrator sends Notice to the Settlement Class (the "Notice Date")	Within 30 days after entry of Preliminary Approval Order (Agreement ¶ 19)
Deadline for Settlement Class Members to opt out or object	60 days after the Notice Date (Agreement ¶¶ 21, 23)
Deadline for Settlement Class Members to submit Claim Forms	45 days after the Notice Date (Agreement ¶ 5)
Date by which Class Counsel is to file a Motion for Award of Attorneys' Fees, Expenses and Service Awards	Within 14 days before the Opt-Out and Objection Deadlines (Agreement ¶ 72)
Date by which Class Counsel is to file Motion for Final Approval of Settlement	Within 14 days prior to the Final Approval Hearing (Agreement ¶ 60)
Final Approval Hearing	_____, 2025, at ____ a.m./p.m.

IT IS ORDERED.

ENTERED: _____

JUDGE: _____

EXHIBIT E

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

**CRYSTAL GANNON and
JASON METZNER, individually
and on behalf of all others
similarly situated,**

PLAINTIFFS,

v.

CASE NO. 60CV-24-3329

**W.P. MALONE, INC. d/b/a
ALLCARE PHARMACY**

DEFENDANT.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND
EXPENSES AND SERVICE AWARDS TO PLAINTIFFS**

This matter came before the Court on _____, 2025, in Pulaski County Circuit Court, with Cole & Van Note and Strauss Borrelli PLLC appearing as counsel for Plaintiffs Crystal Gannon and Jason Metzner ("Plaintiffs") and Freeman Mathis & Gary, LLP appearing on behalf of Defendant W.P. Malone, Inc. d/b/a AllCare Pharmacy ("Defendant"). The Court, having reviewed the Parties' submissions, heard argument of counsel, and being fully advised, hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement.

FINDINGS

1. All terms used in this Order shall have the same meaning as set forth in the Settlement Agreement and Release ("Agreement").
2. This Court has jurisdiction over the subject matter of this litigation and all Parties, including all Settlement Class Members.

PRELIMINARY APPROVAL OF THE SETTLEMENT

3. On _____, 2025, the Court granted preliminary approval of the proposed class-wide Settlement and provisionally certified the Settlement Class for settlement purposes only.

NOTICE TO THE SETTLEMENT CLASS

4. In accordance with the Preliminary Approval Order, the Settlement Administrator, CPT Group, Inc., implemented the Notice Plan, including direct mail and email notice to Class Members. The Court finds that the Notice was the best notice practicable under the circumstances, satisfying Ark. R. Civ. P. 23 and due process.

5. According to the Settlement Administrator, a total of _____ valid claims were submitted. The deadline to opt out or object was _____, 2025. A total of _____ individuals opted out, and _____ objections were received.

6. The Court finds that notice was given in a reasonable and sufficient manner and satisfies all legal requirements.

FAIRNESS OF THE SETTLEMENT

7. The Agreement is entitled to a presumption of fairness. The Court finds:

- The Settlement was reached through arm's-length negotiations facilitated by a neutral mediator.
- Plaintiffs' counsel conducted a thorough investigation and discovery sufficient to assess the claims.
- Counsel for both sides are experienced in data breach litigation and support the Settlement.
- The number of opt-outs and objections is minimal.

- Participation by Class Members indicates broad support.

8. The Settlement provides the following relief to each Settlement Class Member who submits a valid and timely claim: (i) reimbursement of up to \$150 for documented ordinary out-of-pocket expenses; (ii) reimbursement of up to \$1,000 for documented, unreimbursed extraordinary losses directly caused by the Data Incident; (iii) compensation for up to three hours of lost time at \$25/hour (up to \$75) based on attestation; and (iv) in the alternative, a \$50 cash payment with no documentation required. Additionally, all Settlement Class Members could elect to receive two years of three-bureau credit monitoring and identity restoration services. These benefits are separate from and in addition to any attorneys' fees, costs, or service awards. All notice and administrative costs will be paid by Defendant and will not diminish relief available to the Class.

9. The Court finds the Settlement fair, reasonable, and adequate and approves the Agreement in full.

ATTORNEYS' FEES AND LITIGATION COSTS

10. The Court approves attorneys' fees in the amount of \$200,000.00, plus reimbursement of reasonable litigation costs. These awards are reasonable in light of the contingent nature of the case, risks undertaken, and results achieved.

SERVICE AWARDS

11. The Court approves Service Awards of \$3,000 each to Plaintiffs Crystal Gannon and Jason Metzner in recognition of their efforts and commitment to the interests of the Class.

ORDERS

1. The Settlement Class is finally certified for settlement purposes as: “All individuals whose Personal Information was contained in Defendant’s digital records on September 21, 2023, and all individuals who were sent or provided notice or a letter informing them about the Data Incident.”

2. The Settlement Agreement is finally approved as fair, adequate, and reasonable.

3. Class Counsel are awarded attorneys’ fees of \$200,000 and approved litigation costs of \$_____. No other compensation or reimbursement shall be sought from the Settlement Fund.

4. Service Awards of \$3,000 each to Crystal Gannon and Jason Metzner are approved.

5. A Final Judgment shall be entered. All Settlement Class Members who did not exclude themselves are bound by this Order, the Judgment, and the Agreement. The Judgment shall serve as a full release of all claims covered by the Agreement.

6. This Order and the Judgment shall not be construed as an admission of wrongdoing by Defendant and shall not be used as evidence in any other proceeding except to enforce the terms of the Settlement.

7. Class Counsel shall serve this Order and the Judgment on counsel for Defendant. Individual notice to Class Members is not required.

8. The Court shall retain jurisdiction over the enforcement, interpretation, implementation, and administration of the Agreement and this Final Approval Order.

9. If the Settlement is not effectuated for any reason, this Order and Judgment shall be vacated, and the Parties returned to their prior positions.

10. A Compliance Hearing is set for _____, 20____. At least ten (10) court days before that hearing, Class Counsel shall submit a Compliance Statement and a Declaration from the Settlement Administrator.

IT IS ORDERED.

ENTERED: _____

JUDGE: _____