

## CLASS ACTION SETTLEMENT AGREEMENT

### I. RECITALS

A. This Class Action Settlement Agreement (“Agreement” or “Settlement”) is entered into between Plaintiff Ana Fuentes (“Fuentes “ or “Plaintiff” or “Class Representative”) on behalf of herself individually and on behalf of a putative class of all other similarly situated persons (“Settlement Class Members”) and Defendant Fesmire & Williams, Attorneys At Law (“Fesmire & Williams” or “Defendant”). The Plaintiff and Defendant to this Agreement are collectively referred to as the “Settling Parties.”

B. WHEREAS, after entering a stipulation with Defendant to change venue to Riverside County Superior Court, on or about January 27, 2023, Plaintiff filed a Class Action Complaint for Damages, Injunctive and Equitable Relief entitled *Ana Fuentes, individually, and on behalf of all others similarly situated v. Fesmire & Williams, Attorneys At Law, et al.*, Riverside County Superior Court Case No. CVRI2300506, which is currently pending before the Honorable Harold W. Hopp (the “Action”).

C. WHEREAS, after meeting and conferring with Defendant, on or about March 29, 2023 Plaintiff filed a First Amended Class Action Complaint for Damages, Injunctive and Equitable Relief (“FAC”) in the Action.

D. WHEREAS, Plaintiff’s FAC alleges two causes of action for (1) negligence and (2) unfair business practices against Defendant, arising out of a data breach incident that occurred on or around November 17, 2021, in which unknown threat actors apparently used illegal means to breach Defendant’s AOL e-mail account that Defendant (at that time) used as its professional e-mail account, potentially exposing the personal information of Plaintiff and Settlement Class Members to access by the threat actors (the “Data Breach”).

E. WHEREAS, Defendant denies all allegations of liability and wrongdoing asserted in the Action and has asserted and/or intends to assert multiple defenses, both affirmative and otherwise, addressed to both the merits of the claims and the propriety of class certification.

F. WHEREAS, without admitting or conceding fault or liability, Defendant has agreed to settle all alleged disputes with Plaintiff and the Settlement Class Members arising from any of the pleading on file in the Action.

G. WHEREAS, all Settling Parties wish to avoid the expense and uncertainty of continued litigation, and all Settling Parties recognize the uncertainties of the outcome of the Action and the likelihood that any class certification order and/or final result would be appealed and would require further litigation and expense and that a full trial of this matter would be lengthy and uncertain as to outcome.

H. WHEREAS, Plaintiff and her counsel, Cole & Van Note (“Class Counsel”), have each conducted an extensive investigation and evaluation of the facts and law relating to the claims asserted in the Action to determine how best to serve the interests of the Class Representative and

the Settlement Class Members and believe, in view of the costs, risks, uncertainties as to outcome, and delay of continued litigation balanced against the benefits of settlement to the Settlement Class Members, that the settlement as provided in this Agreement is in the best interests of the Settlement Class Members and that the settlement provided in this Agreement represents a fair, reasonable, and adequate resolution of the Action.

I. WHEREAS, prior to entering into this Agreement, counsel for the Settling Parties strenuously advocated for their respective positions and engaged in extensive arms-length negotiations, including attending a full-day, in-person mediation facilitated by mediator John B. Bates of JAMS, prior to entering into this Agreement in an attempt to resolve this matter with a view toward achieving substantial benefits for Settlement Class Members while avoiding the cost, delay, and uncertainty of protracted litigation, trial, or post-trial appellate practice.

J. WHEREAS, based on their investigation in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the best interest of Settling Class Members.

K. WHEREAS, the Settling Parties desire to compromise and settle all claims in the Action which could have arisen from the Data Breach, by or on behalf of members of the Settlement Class who do not exclude themselves from the Settlement Class in accordance with this Agreement.

L. WHEREAS, the Settling Parties and their counsel agree to recommend approval of this Agreement by the Court, and subject to the Court's approval of this Agreement, Plaintiff and Class Counsel agree to recommend participation in this settlement to members of the Settlement Class.

M. WHEREAS, the Settling Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval of it, and to oppose any appeals from any orders of final approval.

N. WHEREAS, the Settling Parties desire and intend to seek Court approval of the settlement of the Action as set forth in this Agreement and, following an approved notice process and upon Court approval, intend to seek a final approval order and judgment from the Court as to the claims of the Settlement Class (the "Final Approval Order").

## II. DEFINITIONS

In addition to the terms defined above and in other places in this Agreement, the following terms have the meanings set forth below.

A. "Cash Settlement Payments" means the monetary award provided to Settlement Class Members in the amount of \$25.00 (twenty-five dollars) to each of the estimated 9,914 Settlement Class Members, totaling \$247,850.00 (two-hundred forty-seven thousand, and eight-hundred and fifty dollars).

B. "Claims Administrator" means CPT Group, which is an independent, third-party settlement claims administrator associated with administering the settlement, providing notice to the Settlement Class, processing claims, distributing Cash Settlement Payments, and other activities customarily associated with administering class action settlements.

C. "Claim Period" means the sixty (60) day period beginning after the mailing of Notice to all class members and ending on the Exclusion Form Due Date within which Settlement Class Members may exclude themselves from the Settlement pursuant to the criteria established in Section III(I) of this Agreement.

D. "Class Counsel" means Plaintiff's attorneys, Scott Edward Cole and Laura Grace Van Note of the law firm of Cole & Van Note.

E. "Class Period" means the Settlement Class period of November 17, 2021 and November 17, 2023.

F. "Common Fund" means Defendant's total cash contribution to the Settlement Class (i.e., Cash Settlement Payments) in the amount of \$247,850.00, which will be used to pay Settlement Class Members who do not validly exclude themselves from ("opt out" of) the Settlement. The Settling Parties understand that payments from Defendant into the Common Fund will be submitted by Defendant's insurance carrier, Lawyer Mutual Insurance Company ("LMIC"). The Common Fund shall represent the maximum amount of Defendant's monetary obligations to the Settlement Class under this Agreement and, in no event, shall Defendant be required to pay or contribute more to the Settlement Class. Class Counsel's Attorneys' Fees and Costs (including the Administration Costs as defined by Section III(J) & (K) in the amount up to \$150,000.00 (as set forth in Section III(P)), any Service Award ordered by the Court (not to exceed \$2,250.00) are expressly excluded from the Common Fund and subject to the requirements of Sections III(O-P) below.

G. "Court" means the Superior Court of the State of California, for the County of Riverside.

H. "Effective Date" means the date five (5) calendar days after the date on which both the following are true: (a) the Court has signed the Final Approval Order and (b) the time for filing an appeal has expired or, if appeals are filed, the date on which the Final Approval Order has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

I. "Exclusion Form Due Date" means the last date in which Exclusion Forms must be post-marked or timely electronically submitted online via the Settlement Website, which shall be set by the Court in the Preliminary Approval Order as on or before sixty (60) calendar days after the date the class Notice is mailed to all eligible class members.

J. "Exclusion Form" means the form attached as Exhibit B to this Agreement and/or as ultimately approved by the Court.

K. "Exclusion Request" means any Settlement Class Member who submits a valid Exclusion Form to be opted out of the Settlement.

L. "Final Approval Hearing" means a hearing set by the Court for the purpose of determining the fairness, reasonableness, and adequacy of this Agreement in accordance with class action procedures and requirements under applicable laws.

M. "Final Approval Order" means the Order and Judgment entered by the Court subsequent to the Final Approval Hearing, approving the terms of this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole in accordance with the California Rules of Civil Procedure, and granting judgement as to the claims of Settlement Class Members who do not validly exclude themselves from the Settlement.

N. "Notice" means the notice that the Claims Administrator will provide to Settlement Class Members, initially via U.S. Mail in substantially the same form as that attached as Exhibit A to this Agreement, or as ultimately approved by the Court. In the event that U.S. Mail Notices are returned as undeliverable or are otherwise unsuccessfully delivered to a class member in substantially the same form as that attached as Exhibit A, a Notice will be re-sent via email only.

O. "Preliminary Approval Order" means an order to be entered by the Court certifying the Settlement Class for settlement purposes and granting preliminary approval to the settlement as ultimately issued by the Court.

P. "Released Claims" means any and all claims for statutory damages Releasing Parties presently have against Defendant relating to the Action and/or the Data Breach.

Q. "Released Parties" means Defendant, along with each of its representatives, predecessors, successors, affiliates, insurers, assignees, assignors, subsidiarics, agents and employees acting within the scope of their employment, officers, directors, members, shareholders, owners, alter egos, attorneys representing Defendant in the Action, general partners and limited partners.

R. "Releasing Parties" means Plaintiff and each and every Settlement Class Member who does not timely and properly opt out of the Settlement as required pursuant to this Agreement and the Notice, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, on behalf of themselves and their heirs, administrators, executors, successors, assigns, affiliates, parents, subsidiaries, owners, directors, officers, members, and managers.

S. "Settlement Award" means the settlement award (in the Form of a Cash Settlement Payment) that Settlement Class Members who do not submit an Exclusion Request are entitled to.

T. "Settlement Class" means the estimated 9,914 individuals who received data breach notification letters from Defendant related to the Data Breach.

U. "Settlement Class Members" means members of the Settlement Class.

V. "Settlement Website" means the settlement website set up by the Claims Administrator which shall permit Settlement Class Members to access pertinent papers relating to the Action and where Settlement Class Members can also file Exclusion Forms.

### III. SETTLEMENT TERMS AND CONDITIONS

A. IT IS HEREBY STIPULATED AND AGREED by and among the Settling Parties that the Action and Released Claims shall be fully and finally compromised, settled, released, and discharged with prejudice subject to the terms and conditions of this Agreement, by way of a Judgment binding Defendant, the Plaintiff and each Settlement Class Member who does not exclude themselves from the Settlement, subject to the Court's approval of this Agreement and after a hearing and finding that it is a fair, reasonable, and adequate settlement.

B. IT IS FURTHER HEREBY STIPULATED AND AGREED by and among the Settling Parties that this Agreement is made as a complete release of any and all actions and/or claims relating to the Action and/or the Data Breach that have been or could have been asserted against the Released Parties relating to their collection activity by the Releasing Parties in the Action.

C. The above-described recitals are incorporated herein and made a part hereof.

D. Certification of the Settlement Class. The Settling Parties hereby stipulate that a class ("Settlement Class") shall be certified for settlement purposes only, and shall be defined as follows: the estimated 9,914 individuals who received data breach notification letters from Defendant related to the Data Breach.

E. Representation of the Settlement Class. For settlement purposes only, and subject to Court approval, Plaintiff Ana Fuentes shall be appointed as the "Class Representative" and Plaintiff's attorneys, Scott Edward Cole and Laura Grace Van Note of the law firm of Cole & Van Note shall be appointed as counsel for the Settlement Class (collectively "Class Counsel").

F. Preliminary Approval. Upon execution of this Agreement, Plaintiff, by and through her counsel, Cole & Van Note, shall apply to the Court for approval of the terms of this Settlement. Plaintiff will move, subject to Defendant's consent to the form of motion therefor, for the Court's entry of an order preliminarily approving this settlement and preliminarily certifying, for settlement purposes only, the Settlement Class.

G. Settlement Payment and Procedures. In consideration for this Agreement herein, the Settling Parties agree that Defendant shall make an initial payment of \$20,000.00 (twenty thousand dollars) to establish the Common Fund to the Claims Administrator to place into the account set up to hold the Common Fund within ten (10) business days of the Court issuing the Preliminary Approval Order. Defendant shall pay the remaining \$227,850.00 (two-hundred and twenty-seven thousand, eight hundred and fifty dollars) to the Common Fund within ten (10) business days of the Effective Date. If the Effective Date occurs, Defendant shall have no reversionary interest in any portion of the Common Fund. Any unclaimed portion of the Common Fund, as well as any sums allocated to settlement checks that have not been cashed, shall be paid to a cy pres recipients as described in Section III(V) below.

H. Trust Account. The Common Fund shall be deposited into a trust account to be opened and maintained by the Claims Administrator at a bank that has passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain said trust account and only allow withdrawals from said trust account consistent with the terms and provisions of this Agreement and any needed orders of the Court.

I. Settlement Awards to Settlement Class Members. In consideration for this Settlement, Cash Settlement Payments shall be provided to Settlement Class Members who have not submitted a valid Exclusion Form in accordance with the requirements of, inter alia, Section III(I) herein. Each Settlement Class Member who does not submit a valid Exclusion Form shall receive a Cash Settlement Payment in the amount of \$25.00 (twenty-five dollars). The \$25.00 Cash Settlement Payment to each of the estimated 9,914 Settlement Class Members totals \$247,850.00 (two-hundred forty-seven thousand, and eight-hundred and fifty dollars) (i.e., the Common Fund), the sums of which shall be deposited by Defendant's insurance carrier, LMIC, in the trust account as described in Section III(G)(i) above.

J. Eligibility for Settlement Award(s) and Exclusion Process. Members of the Settlement Class as set forth in the definitions and exclusions in Sections II(T) & III(D) are entitled to receive the settlement award specified in Sections II(A) & III(H). Any person or entity who otherwise satisfies the conditions to be a member of the Settlement Class who intends to request exclusion from (i.e., opt out of) the Settlement Class must mail any such request for exclusion, to be postmarked on or before the sixtieth (60<sup>th</sup>) day after the date the class Notice is mailed to all eligible class members, to each of the following: (i) the Claims Administrator; (ii) Cole & Van Note c/o Scott Edward Cole, 555 12th Street, Suite 2100, Oakland, CA 94607; and (iii) Murphy, Pearson, Bradley & Feeney, P.C. c/o John P. Girarde, 580 California Street, Suite 1100, San Francisco, CA 94104. To be valid, the request for exclusion must be signed and set forth in writing the Settlement Class Member's full name, current address, email address and telephone number, as well as their claim identification number included in the Notice or the address in which the Form Letter from Defendant was received, along with a statement that the class member wishes to be excluded from the Settlement Class. A sample exclusion request form will be included with the Notice and will be substantially in the form of Exhibit B, attached hereto. Except for those Class Members who have properly and timely mailed an Exclusion Form requesting exclusion, all Settlement Class Members will be bound by this Settlement Agreement and the Final Judgment to be entered following the hearing for Final Approval of the Settlement Agreement. For an Exclusion Request to be valid, a Settlement Class Member must exclude themselves from the entire Settlement.

K. Claims Administrator. All expenses reasonably incurred to pay for the costs of administering the Settlement, including but not limited to, the reasonable fees, costs and expenses of the Claims Administrator, providing notice to the Settlement Class, processing claims, distributing Cash Settlement Payments, and other activities customarily associated with administering class action settlements (the "Administration Costs") will be paid pursuant to Section III(P) below. Subject to the terms of this Agreement, the Claims Administrator shall administer (or oversee the administration of) the notification to members of the Settlement Class as set forth in Section III(K) below.

L. Notice. The Claims Administrator, shall, within ten (10) calendar days after the entry of the Preliminary Approval Order, or earlier, if possible, provide Notice to Settlement Class Members informing them of the proposed settlement and their entitlement Cash Settlement Payment and ability to submit an Exclusion Request via the enclosed Exclusion Form (the "Notice"). Specifically, the Claims Administrator will provide Notice to Settlement Class Members initially via U.S. Mail in substantially the same form as that attached as Exhibit A (inclusive of Exhibit B, the Exclusion Form) to identifiable Settlement Class Members for whom Defendant have mailing addresses. However, in the event that any U.S. Mail Notices are returned as undeliverable or are otherwise unsuccessfully delivered to a class member, a summary Notice will be sent via email in substantially the same form as that attached as Exhibit A (inclusive of Exhibit B, the Exclusion Form). Email addresses will be obtained from Defendant to the extent Defendant is in possession of such contact information, otherwise emails will be obtained by the Claims Administrator through commercially or publicly available "reverse lookup" sources. If the Claims Administrator is unable to find a valid email address via a reverse look up, the Claims Administrator will check a national database for a better email and/or mailing address.

M. Once the Settling Parties jointly approve the Claims Administrator's budget/fee/expense proposal for Administration Costs, Plaintiff's counsel will oversee the administration process of the claims; however, Defendant will be entitled to updates on the status of the administration process and entitled to remain informed on the administration of claims.

N. Settlement Website. There will be a settlement website set up by the Claims Administrator (the "Settlement Website"), which shall permit Settlement Class Members to access pertinent papers relating to the Lawsuit and to file Exclusion Requests via an Exclusion Form. The Claims Administrator will also ensure a toll-free Interactive Voice Response is setup for Settlement Class Members.

O. The Settling Parties agree that the notice procedure set forth herein complies with statutory and constitutional requirements as the best most practicable notice under the circumstances of the Lawsuit.

P. Objections. Subject to the terms of this Agreement, Class Counsel, in consultation with counsel for Defendant, shall administer (or oversee the administration of) the receipt of any and all requests for exclusion from the Settlement Classes and/or or objections to the Settlement. Any Settlement Class Member who intends to object to the settlement, including the terms or any component thereof, must both: (1) mail any such objection to or file any such objection with the Court on or before the sixtieth (60<sup>th</sup>) day after the date the class Notice is mailed to all eligible class members, unless otherwise ordered by the Court; and (2) provide a copy of the objection to each of: (i) the Claims Administrator; (ii) Cole & Van Note c/o Scott Edward Cole, 555 12th Street, Suite 2100, Oakland, CA 94607; and (iii) Murphy, Pearson, Bradley & Feeney, P.C. c/o John P. Girarde, 580 California Street, Suite 1100, San Francisco, CA 94104. Any objector to the settlement must sign the objection and provide his/her/its full name, address, telephone number, as well as their claim identification number included in the Notice or the address in which the Form Letter from Defendant was received, and state in writing all objections, and the reasons for such objections. Any Settlement Class Member who wishes to appear in person to present evidence or argument in support of the objection at the Final Approval Hearing must provide notice to that effect in its notice of objection

subject to Section III(L)(i) below and identify any counsel in which they are represented by with regard to the objection.

Q. A Settlement Class Member or his/her/its attorney intending to make an appearance at the Final Approval Hearing must: (a) file a notice of appearance with the Court no later than ten (10) calendar days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (b) serve a copy of such notice of appearance on all counsel for all Settling Parties. For any attorney representing an objector, the attorney shall file a declaration listing all objections previously filed for anyone, the case name, court, and case number, and how much, if any amount, was paid in connection with the objection. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his/her/its intent to appear at the Final Approval Hearing in accordance with the terms of this Agreement and as detailed in the Notice, and at the same time provide copies to designated counsel for the Settling Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived his/her/its objections and be barred from making any such objections in the Action or any other action or proceeding.

R. The Settling Parties agree that, subject to Court approval, any Settlement Class Member who does not file a timely written objection to the settlement shall be foreclosed from seeking review of the Settlement by appeal or otherwise. The Settling Parties agree that, subject to Court approval, any Settlement Class Member who does not file a timely written request for exclusion from the Settlement Class shall be bound by the terms of this Agreement, including specifically, but not limited to, the Releases set forth in Section III(S) hereof.

S. Release of Claims. This Agreement is intended by the Settling Parties to be a full and final settlement of the Releasing Parties' Released Claims against the Released Parties as these terms are defined by Sections II(P-R), which also includes:

- i. Any and all claims or causes of action alleged in the Action and/or relating to or arising from the Data Breach in any way;
- ii. Any and all claims or causes of action related to or arising from Defendant's policies and procedures related to the protection of its firm e-mail account from data breach; and
- iii. Any additional claims by Settling Parties for litigation costs, attorneys' fees, or other matters or costs in excess of the amount stated herein, arising out of the facts and events detailed in the operative Complaint.

T. Release of Unknown Claims: The Settling Parties acknowledge and agree that there is a risk that, subsequent to the execution of this Agreement, it may incur, suffer or sustain injury, loss, damage, costs, attorneys' fees, expenses or any of these, which are in some way caused by and/or connected with the persons, entities, or which are unknown and unanticipated at the time this Agreement is signed, or which are not presently capable of being ascertained. The Settling Parties further acknowledges that there is a risk that such damages as are known may become more serious than any of them now expects or anticipates. Nevertheless, the Settling Parties acknowledge that this Agreement has been negotiated and agreed upon in light of those risks and each Settling Party hereby



expressly waives all rights each may have in any such unknown claims and assumes the risks that the facts and law pertaining to this dispute may change or be different than it is now known to each said party. In doing so, the Settling Parties have had the benefit of counsel, and have been advised of, understands, and knowingly and specifically waive their rights (only as to claims alleged and/or that could have been alleged in the operative Complaint, and arising out of circumstances surrounding the Data Breach) under California Civil Code Section 1542 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.

U. Each Settling Party has defended and denied the claim made by the other parties, and this Agreement is entered into with the understanding that it is the result of a compromise of doubtful and disputed claims and shall never at any time for any purpose be considered an admission of the truth of any of the allegations, claims, or contentions made by any party against any of the other parties. This Agreement is the product of negotiation and preparation by and among the parties hereto and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

V. Further Conditions and Warranties for Settlement. In further consideration of the terms of this Agreement, the Settling Parties agree, represent and warrant as follows:

i. Plaintiff on behalf of herself and all others similarly situated authorizes a Judgment as to the claims of all Settlement Class Members (including Plaintiff), except those who properly excluded themselves from the Settlement Class via the Exclusion Form as provided in the Notice.

ii. Each Settling Party expressly warrants and represents that as of the date of this Agreement, they have the sole right and authority to execute this Agreement on their own behalf and on behalf of those they represent, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand relating to any rights surrendered by virtue of this Agreement.

iii. Each Settling Party expressly warrants and represents that the person executing this Agreement on its behalf is legally competent and authorized to enter into this Agreement and bind said party to its representations, terms, conditions and covenants.

iv. Each Settling Party expressly warrants and represents that the terms and conditions stated in this Agreement are contingent and subject to the Court's approval of the proposed settlement.

W. Service Award. The named Plaintiff/Class Representative, Ana Fuentes, may move for a service award in the amount of up to \$2,250.00 to be paid by Defendant and mailed to Class Counsel within five (5) calendar days of the Effective Date. Court approval of any service award will not be

a condition of the settlement. Defendant will not object to a service award that does not exceed \$2,250.00.

X. Attorneys' Fees and Costs. Defendant shall not oppose Class Counsel's motion for attorney's fees and costs so long as such motion does not seek an award greater than \$150,000.00 (one hundred and fifty thousand dollars) to Plaintiff's attorneys, Cole & Van Note, as compensation for any and all recoverable attorney's fees and costs, including the costs of administering this settlement (i.e., Administration Costs as set forth in Section III(J-L)). Plaintiff will file a motion requesting an award of attorney's fees and costs at least sixteen (16) court days prior to the Final Approval Hearing. All attorneys' fees, costs, and expenses of Class Counsel and the Claims Administrator as they relate to this Action shall be paid by Defendant to Class Counsel and the Claims Administrator within five (5) calendar days of the Effective Date.

Y. Settlement Not Contingent on Court Award of Fees and Costs. The Settling Parties agree that the terms and existence of their settlement, as set forth in this Agreement, are in no way or manner contingent upon whether the Court awards Class Counsel any particular amount of attorneys' fees/costs, as requested in accordance with this Sections III(P).

Z. Payments to Settlement Class Members. In addition to providing periodic reporting to the Parties regarding the numbers of Exclusion Requests submitted, within ten (10) calendar after the Exclusion Form Due Date, the Claims Administrator shall notify both Class Counsel and Defendant in writing of the amount necessary to fund payments to the Class Members who have not rejected exclusion from the class. The Claims Administrator shall also provide both Class Counsel and Defendant with a list of all of the submitted Exclusion Request Forms that are received by the Claims Administrator. The Claims Administrator's determination regarding the validity of Exclusion Requests will be final and binding on the Settling Parties, subject to the Final Approval Order. The Claims Administrator shall issue checks in accordance with Section III(G-H) in the amount of \$25.00 to each Settlement Class Member who has not submitted a valid Exclusion Request within twenty-five (25) calendar days after the Effective Date. Checks issued to the Settlement Class Members will be void one-hundred eighty-one (181) calendar days after issuance and shall state that fact on their face.

AA. Cooperation. Plaintiff and Defendant agree to cooperate fully with one another to effectuate the consummation of this Agreement and to achieve the settlement provided for herein.

BB. Notices. Exclusion Requests, objections to the Agreement or Settlement, and notices to Plaintiff and the Settlement Class shall be sent to:

Scott Edward Cole  
Laura Grace Van Note  
Cole & Van Note  
555 12th Street, Suite 2100  
Oakland, CA 94607

and

John P. Girarde  
Alston L. Lew  
Murphy, Pearson, Bradley & Feeney, P.C.  
580 California Street, Suite 1100  
San Francisco, CA 94104

CC. Distribution of Common Fund Remainder. If any portion of the Common Fund remains unclaimed, or any check sent to any Settlement Class Members remains uncashed after it is no longer administratively feasible to provide for an additional distribution Settlement Class Members, then such unclaimed or uncashed funds will, subject to approval by the Court, be distributed to the National Consumer Law Center (NCLC), a *cy pres* beneficiary, as approved by the Court.

DD. Exhibits. The exhibits to this Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Agreement.

EE. For Settlement Only. This Agreement is for settlement purposes only and is entered into for purposes of resolving the dispute between Defendant and all members of the Settlement Class (including Plaintiff). Neither the act of entering into, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute or be asserted to constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or any admission by Defendant of any claim or allegation made in any action or proceeding against Defendant. Except at the election of Defendant, this Agreement shall not be offered or be admissible in evidence against Defendant or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms, save and except that the Settling Parties acknowledge and agree that Defendant may introduce, report, or otherwise use this Agreement, its terms, and/or the orders of the Court contemplated herein to urge or establish the defense(s) of release, res judicata, collateral estoppel or other similar defense or theory of claim preclusion or issue preclusion, or as otherwise required by law, or to protect its legal rights or interests. Nothing in this Agreement shall be construed to prevent the Settling Parties' disclosure of the terms of this Agreement to their legal, tax, accounting, financial, or other professional advisors, or as may be required for governmental or regulatory reporting purposes, or in order to make full disclosure, as may be necessary, under any securities law or regulation.

FF. Binding and Benefitting Others. This Agreement shall be binding upon and inure to the benefit of the Settling Parties, the Released Parties, and to their respective representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, affiliates, heirs, assigns, and successors in interest.

GG. Advice of Counsel. In entering this Agreement, each party has relied upon the advice of the party's own attorneys of choice and has not relied upon any representation of law or fact by any other party hereto. It is further acknowledged that the terms of this Agreement are contractual and are not a mere recital, and that those terms are fully understood and voluntarily accepted.

HH. Entire Agreement. This Agreement supersedes any and all prior agreements and understandings of the parties and constitutes the entire understanding between and among the parties

with regard to the matters herein set forth. There are no representations, warranties, agreements, nor undertakings, written or oral, between or among the parties hereto, relating to the subject matter of this Agreement which are not fully expressed.

II. Signed in Counter Parts. It is further agreed that this Agreement may be signed in counterpart. Facsimile or DocuSign signatures are acceptable for the execution of this Agreement and shall be considered original signatures.

JJ. Governing Law. This Agreement is made and executed in the State of California and it is agreed that this Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

KK. Binding Effect on Settlement Class Members. Except for those who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the Final Judgment, and the releases set forth herein; and, except as provided in Section III(L) & (I) of this Agreement will be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the settlement.

LL. Final Approval. The Preliminary Approval Order will set a date for a Final Approval Hearing, at which Plaintiff and Defendant will request that the Court enter a Final Approval Order finally approving the settlement. This Settlement is contingent upon the Court's Final Approval in the Action. A hearing shall be held for the purpose of obtaining the Final Approval Order and entry of the Final Judgment of the claims of all Settlement Class Members (including Plaintiff) except those who properly excluded themselves from the Settlement Class via the Exclusion Form as provided in the Notice. Filing and/or service of a Notice of Entry of the Preliminary Approval Order or of a Notice of Entry of the Final Approval Order shall not be necessary.

MM. Continuing Jurisdiction. Without affecting the finality of the final judgment, the Court shall retain continuing jurisdiction over the Litigation and the Settling Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement and the settlement, and the benefits to the Settlement Classes hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the order preliminarily approving the settlement, and the Final Approval Order and final judgment until such time as all Settlement funds are disbursed. Any dispute or controversy arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

OO. Stay of Action Pending Completion of The Settlement Process. The Settling Parties agree to a stay of all proceedings in the Actions except such as are necessary to implement the Settlement itself, including filing a Preliminary Approval Motion Final Approval Motion.


PP. Extension of Time. The Settling Parties may agree in writing signed by both Class Counsel and counsel for Defendant upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

We, the undersigned, have read the foregoing Class Action Settlement Agreement and acknowledge our understanding and agreement to the contents thereof.

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

\_\_\_\_\_  
Ana Fuentes, individually, and on behalf  
of all others similarly situated

Dated: 11/29/23

  
\_\_\_\_\_  
Fesmire & Williams, Attorneys at Law

**Approved as to Form:**

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

\_\_\_\_\_  
Scott Edward Cole  
Plaintiff's Counsel

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

\_\_\_\_\_  
John P. Girarde  
Defendant's Counsel

We, the undersigned, have read the foregoing Class Action Settlement Agreement and acknowledge our understanding and agreement to the contents thereof.

Dated: 11/29/2023

Ana E. Fuentes

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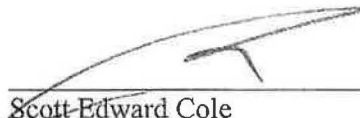
Ana Fuentes, individually, and on behalf  
of all others similarly situated

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

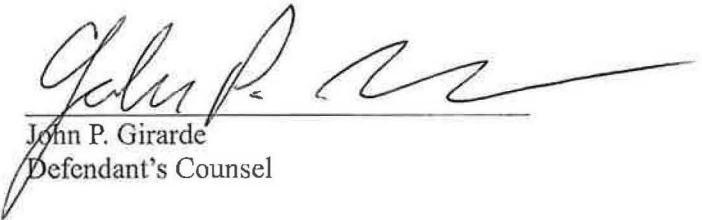
\_\_\_\_\_  
Fesmire & Williams, Attorneys at Law

**Approved as to Form:**

Dated: 11/30/23

  
\_\_\_\_\_  
Scott Edward Cole  
Plaintiff's Counsel

Dated: 12/07/23

  
\_\_\_\_\_  
John P. Girarde  
Defendant's Counsel