

**THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**CHRISTINA CAIN, DARRON  
DANNA, STEPHANIE  
YOUNGBLOOD, JOSHUA WOLF,  
KIM WHITE, BRANDON GUERRA,  
and CHARLES WILLIAMS, on  
behalf of themselves, and all others  
similarly situated,**

**Plaintiffs,**

**v.**

**CGM, L.L.C. d/b/a CGM, INC.,**

**Defendant.**

**Case No.: 1:23-cv-02604-SEG**

**CLASS ACTION SETTLEMENT AGREEMENT**

**KEY TERMS PAGE**

<b>Court:</b>	<b>The United States District Court Northern District of Georgia Atlanta Division</b>
<b>Defendant: Plaintiffs/Class Representatives:</b>	<b>CGM, L.L.C. d/b/a CGM, INC. Christina Cain, Darron Danna, Stephanie Youngblood, Joshua Wolf, Kim White, Brandon Guerra, &amp; Charles Williams</b>
<b>Class Counsel:</b>	<b>Peiffer Wolf Carr Kane Conway &amp; Wise, LLP; Cohen &amp; Malad, LLP</b>
<b>Settlement Administrator:</b>	<b>Kroll Settlement Administration</b>
<b>Data Incident:</b>	The incident from approximately December 15, 2022, to December 28, 2022, during which an unauthorized third party gained access to Defendant’s data systems, resulting in unauthorized access to the Plaintiffs’ and Class Members’ personally identifying information (collectively, “ <b>Personal Information</b> ”).
<b>Class Member/Settlement Class Member</b>	Any Person or Persons who falls within the definition of the Settlement Class.
<b>Settlement Class:</b>	All individuals whose Personal Information was potentially compromised as a result of the Data Incident. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) Defendant’s officers and directors, 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.
<b>Released Entities:</b>	Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated

## KEY TERMS PAGE

entities, each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is 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, and includes any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident who is, was or could have been named as a defendant in any of the actions in the Litigation.

### **Released Persons:**

Defendant and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, heirs, executors, members, managers, owners, shareholders, insurers, and reinsurers, and any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident, who is, was or could have been named as a defendant in any of the actions in the Litigation.

### **Released Claims:**

Any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being

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known or suspected, and whether, accrued, unaccrued, matured, or not matured, but otherwise including and not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of implied covenant of good faith and fair dealing, invasion of privacy, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Incident and alleged exposure and compromise of any Settlement Class Member's Private Information in the Data Incident or any other allegations, facts, or circumstances described in the Lawsuit relating to the Data Incident. Released Claims also shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of persons who have timely and validly requested exclusion from the Settlement Class pursuant to

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the opt-out procedures set forth in this Settlement Agreement.

<b>Class Certification Rules:</b>	Federal Rules of Civil Procedure 23(a), 23(b)(3), & 23(c)
<b>Settlement Approval Rule:</b>	Federal Rule of Civil Procedure 23(e)
<b>Settlement Payment:</b>	\$1,500,000
<b>Identity Theft Protection Services Attributes:</b>	3 bureau credit monitoring for 3 years, to include identity theft insurance of no less than \$1,000,000
<b>Ordinary Loss Payments:</b>	Ordinary Losses incurred, up to \$400 maximum per Class Member
<b>Lost Time Payments:</b>	\$20 per hour up to 4 hours per Class Member
<b>Extraordinary Loss Payments:</b>	Extraordinary Losses incurred, up to \$4,000 maximum per Class Member
<b>Cash Payment Amount:</b>	\$20, subject to increase or decrease as set forth in this agreement
<b>Cy Pres Recipient(s):</b>	National Lifeline Association
<b>Costs of Preparing the Class List:</b>	To be paid from the Settlement Fund
<b>Costs of Notice and Administration:</b>	To be paid from the Settlement Fund
<b>Attorneys' Fees Amount:</b>	Up to \$500,000.00, to be paid from the Settlement Fund
<b>Service Award Amount:</b>	\$11,500 total (\$2,500 to Christina Cain, \$1,500 to Darron Danna, \$1,500 to Stephanie Youngblood, \$1,500 to Joshua Wolf, \$1,500 to Kim White, \$1,500 to Brandon Guerra, and \$1,500 to Charles Williams), to be paid from the Settlement Fund

## SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. All dates and deadlines will be calculated in conformity with Rule 23 of the Federal Rules of Civil Procedure.

<i>Event</i>	<i>Date/Deadline</i>
<b>Date of Execution</b>	First date on which this agreement has been signed by all parties, as indicated on the signature page
<b>Deadline to Move for Preliminary Approval</b>	7 days after the Date of Execution
<b>Date of Preliminary Approval</b>	The day on which the Court enters the Preliminary Approval Order
<b>Deadline to Provide the Class List</b>	7 days after Preliminary Approval Order
<b>Deadline for Defendant to pay cost of Notice Program and Claims Administration</b>	14 days after Preliminary Approval Order
<b>Deadline to Send Notice</b>	30 days after Preliminary Approval Order
<b>Deadline to File Motion for Fees, Expenses, and Service Awards</b>	15 days before Deadline to Object
<b>Deadline to Object</b>	30 days after Deadline to Send Notice
<b>Deadline to Opt-Out</b>	30 days after Deadline to Send Notice
<b>Deadline to Report Opt-Outs</b>	10 days after Deadline to Opt-Out
<b>Deadline to Terminate for Opt-Outs</b>	3 days after Deadline to Report Opt-Outs
<b>Deadline to File Motion for Final Approval</b>	No later than 14 days before the Date of the Final Approval Hearing
<b>Date of the Final Approval Hearing</b>	To be set by the Court (Parties to Request a date approximately <span style="background-color: yellow;">    </span> days after Preliminary Approval Order)
<b>Date of Final Approval</b>	The day on which the Court enters the Final Approval Order
<b>Effective Date</b>	The 31st day after the Final Approval Order has been entered, provided no objections are made and no appeal is filed by that date. Please see Section 6.7 for full definition.
<b>Deadline for Defendants to Pay Fees, Expenses, and Service Award</b>	14 days after the Effective Date

**SCHEDULE OF DATES AND DEADLINES**

<b>Deadline to Submit Claims</b>	120 days after Preliminary Approval Order
<b>Deadline to Process Claims</b>	30 days after receipt of the Claim Form by the Settlement Administrator
<b>Deadline to Cure Claim</b>	30 days after notice of the deficiency is provided by the Settlement Administrator
<b>Deadline to Pay Valid Claims</b>	60 days after Effective Date
<b>Date Settlement Checks Expire</b>	120 days after issuance

## 1. Recitals.

On June 10, 2023, a Class Representative, Christina Cain, filed the first putative class action lawsuit (ECF No. 1) against CGM based on the Data Incident, in the United States District Court for the Northern District of Georgia (Case No. 1:23-cv-02604). A total of seven class action lawsuits were filed against Defendant making the same or similar allegations regarding the same data breach. On August 22, 2023, with all Plaintiffs consenting, and no opposition being filed, the Court ordered consolidation of all related matters into Civil Action No. 1:23-cv-2604-SEG, Cain v. CGM, L.L.C. (ECF No. 25-1). On September 27, 2023, Plaintiffs filed their Consolidated Class Action Complaint, asserting claims for: (i) negligence; (ii) negligence per se; (iii) breach of implied contract; (iv) breach of contract – third party beneficiary; (v) unjust enrichment; (vi) invasion of privacy – intrusion into private affairs; (vii) violations of the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100, et seq.; (viii) violations of the California Consumer Records Act, Cal. Civ. Code §§ 1798.82, et seq.; and declaratory and injunctive relief (the “Lawsuit”) (ECF No. 29).

On October 25, 2023, the Parties filed their Joint Motion to Refer Case to Magistrate Judge for Mediation (ECF No. 40), which the Court granted on October 26, 2023 (ECF No. 42). On October 27, 2023, Defendant filed a Motion to Dismiss Plaintiffs’ Consolidated Class Action Complaint (ECF No. 43). On October 31, 2023, the Court entered an Order setting mediation for December 19, 2023, with Magistrate Judge J. Elizabeth McBath (ECF No. 44). On November 3, 2023, at the parties’ request, the Court entered a stay of the Lawsuit pending the outcome of mediation (ECF No. 46).

On December 19, 2023, the parties participated in a mediation facilitated by Magistrate Judge J. Elizabeth McBath. The case did not settle that day, but Judge McBath kept the mediation open through January 10, 2024, and the parties continued settlement negotiations through that date. The parties ultimately reached an agreement in principle to resolve this litigation, subject to Court approval of the detailed terms of this final agreement, and reported the same to Judge Sarah Geraghty and Magistrate Judge McBath.

## 2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this agreement:

Exhibit A – the “**Summary Notice**”



Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

### **3. Benefits to Class Members.**

#### **3.1. Settlement Fund**

**Defendant agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows:**

- (1) Within fourteen (14) days of the Court granting preliminary approval of this Settlement Agreement, Defendant shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Claims Administrator (said amount being part of and not in addition to the Settlement Fund);
- (2) Within fourteen (14) days of the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; and,
- (3) Within twenty-four (24) days of the Effective Date, the Settlement Administrator shall pay to Class Counsel any attorneys’ fees, costs, expenses, and service award pursuant.

The “**Net Settlement Fund**” is the amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration, Costs of Preparing the Class List, and payment of all Court-approved attorneys’ fees, expenses, and service award. The Net Settlement Fund will be used to provide the benefits listed in this section, which will be available, as applicable, to any person who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “**Class Member**”). A Class Member may claim all of the benefits to which the Class Member has a valid claim, and any Class Member who submits a valid claim will also receive a Cash Payment. A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website. All claims will be processed and validated as set forth in Section 4.

### **3.1.2. Identity Theft Protection Services.**

“**Identity Theft Protection Services**” means credit monitoring and identity theft protection services having the Identity Theft Protection Services Attributes listed on the Key Terms Page to be provided by a vendor approved by Class Counsel. The Settlement Fund will pay to provide Identity Theft Protection Services to each Class Member who submits a valid claim for Identity Theft Protection Services, at no cost to the Class Member.

### **3.1.3. Claims for Lost Time.**

“**Lost Time**” means time a Class Member spent dealing with the Data Incident, such as time spent freezing credit, checking statements, dealing with actual or suspected fraud, or other time spent by a Class Member that would not have been spent but for the Data Incident. The Settlement Fund will pay all valid claims for reimbursement for Lost Time in the amounts and limits set forth under Lost Time Payments on the Key Terms Page.

### **3.1.4. Claims for Ordinary Losses.**

“**Ordinary Losses**” means the following out-of-pocket expenses incurred by a Class Member and fairly traceable to the Data Incident: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and the Deadline to Submit Claims. The Settlement Fund will pay all valid claims for reimbursement of Ordinary Losses in the amounts and limits set forth under Ordinary Loss Payments on the Key Terms Page.

### **3.1.5. Claims for Extraordinary Losses.**

“**Extraordinary Losses**” means unreimbursed costs or expenditures (other than Ordinary Losses) incurred by a Class Member and fairly traceable to the Data Incident. Extraordinary Losses include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of information compromised in the Data Incident, and including accountant’s fees related to any credit freezes. The Settlement Fund will pay all valid claims for reimbursement of Extraordinary Losses in the amounts and limits set forth under Extraordinary Loss Payments on the Key Terms Page.

### **3.1.6. Cash Payment.**

“**Cash Payment**” means a payment to be made in addition to any other benefits of this agreement. The Settlement Fund will pay all valid claims for a Cash Payment in the amounts and limits set forth under Cash Payment Amount on the Key Terms Page, provided, however, that the final amount of the Cash Payment due to each Class Member will be increased or decreased such that it is equal to the Net Settlement Fund, less the costs of providing the benefits and payments for valid claims set forth in paragraphs 3.1.1 through 3.1.4, divided by the total number of persons submitting valid claims for benefits under paragraphs 3.1.1 through 3.1.5.

### **3.1.7. Cy Pres.**

After the Date Settlement Checks Expire, if there remain monies in the Net Settlement Fund, those monies will not revert to Defendant but will, after deduction of any final costs of administration, be paid to the Cy Pres Recipient(s) in the amount(s) set forth on the Key Terms Page.

## **4. Claims Processing and Provision of Settlement Benefits.**

### **4.1. Settlement Administrator’s Duties and Discretion in Processing Claims.**

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of this Settlement Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

### **4.2. Determining the Validity of Claims.**

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “**Basic Claim Requirements**”): (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative; (ii) the information required to process the claim must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Identity Theft Protection Services and/or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Ordinary Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by documentation of the loss.

A claim for Extraordinary Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by documentation of the loss and a statement signed under penalty of perjury attesting to the accuracy of the claim.

A claim for an Alternative Cash Payment will be valid so long as it meets the Basic Claim Requirements.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

#### **4.3. Processing Deficient Claims and Opportunity to Cure.**

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

#### **4.4. Payment of Valid Claims.**

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must pay the valid claim (by check or by other payment means agreed to by the parties) and/or arrange for the provision of Identity Theft Protection Services, as appropriate for the claim. The Settlement Fund will be responsible for providing the Settlement Administrator with all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

The Settlement Administrator shall report to Class Counsel and Defendants on a periodic basis regarding the status of valid, invalid, and deficient claims.

#### **4.5 Custody of the Settlement Fund.**

The Settlement Fund shall be deposited into an appropriate trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to the Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

#### **4.6 Treasury Regulations and Fund Investment.**

The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

#### **4.7 Taxes**

All taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible

for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

## **5. Releases.**

**5.1** On the Effective Date, the Parties and each and every Settlement Class Member who has not timely opted out shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Persons with respect to the Released Claims.

**5.2** On the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including each Plaintiff, who has not timely opted out, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, shall be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

**5.3** On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) each Plaintiff and each Settlement Class Member who has not timely opted out, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

**5.4** Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the

Lawsuit, the Data Incident, the Settlement, or the administration of such Settlement, as well as any and all claims for the Service Awards to Plaintiffs.

**5.5** Subject to Court approval, as of the Effective Date, all Settlement Class Members who have not timely opted out shall be bound by this Settlement Agreement and the Release and all of their claims in the Lawsuit shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

**5.6** As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members who have not timely opted out, Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiffs, the Settlement Class Members who have not timely opted out, Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims that are not released, are specifically preserved and shall not be affected by the preceding sentence.

**5.7** As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or settlement of the Lawsuit.

**5.8** Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement by the Parties, the Settlement Class, or Class Counsel, including participation in any of the processes detailed herein.

## **6. Process for Court Approval of Settlement.**

This entire agreement is contingent on the parties obtaining Court approval of the agreement. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

### **6.1. Preliminary Approval.**

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement.

### **6.2. Preparation of the Class List.**

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail or email each member of the Settlement Class the Summary Notice. Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service's National Change of Address service.

### **6.3. Notice to Members of the Settlement Class.**

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendant's Counsel (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website;
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator;
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided;
- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the



correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

#### **6.4. Right of Members of the Settlement Class to Opt-Out.**

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendants.

#### **6.5. Right of Class Members to Object.**

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice.

#### **6.6. Final Approval.**

At the final approval hearing, the Class Representative and Defendants must move the Court to enter the Final Approval Order.

#### **6.7. Effective Date.**

The “Effective Date” of this Settlement Agreement shall be the first date when each and all of the following conditions have occurred:

(a) This Settlement Agreement has been fully executed by all Parties and their counsel;

(b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

(c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

(d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment entered by the Court has expired.

**7. Attorneys' Fees, Expenses, and Service Award**

No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award of up to the Service Award Amount listed on the Key Terms Page, to be paid from the Settlement Fund. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees, Expenses, and Service Award, Class Counsel and the Class Representatives shall be paid the amounts awarded by the Court for fees, expenses, and service awards, from the sources listed on the Key Terms Page.

**8. No Admission of Liability/Agreement Not Binding Absent Approval.**

Defendant denies each and all of the claims and contentions alleged against it in the Lawsuit. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Defendant concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant considered the uncertainty and risks inherent in any litigation. Defendant has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the Lawsuit; (ii) all the parties to this agreement shall be returned to the same position in the Lawsuit that they were in on the day before the Date of Execution; and (iii) Defendant shall be entitled to object to certification of any class in this Lawsuit.

## **9. Additional Terms**

### **9.1. Agreement to Effectuate This Settlement**

The Class Representatives, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement.

### **9.2. Integration Clause**

This agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

### **9.3. Execution in Counterparts and by Electronic Signature**

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

### **9.4. No Construction Against the Drafter**

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

### **9.5. Choice of Law, Forum, and Stipulation to Jurisdiction**

This agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

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### 10. Signatures

Each party is signing as of the date indicated next to that party's signature.

Dated: 3/5/2024

**CGM, L.L.C. d/b/a CGM, Inc.**  
DocuSigned by:  
*Charles Campbell*  
5A09B087ED6C457...

By: \_\_\_\_\_  
Its: Partner

Dated: 3/6/2024

**Counsel for CGM, L.L.C.  
d/b/a CGM, Inc.**  
*Amanda Harvey*  
By: \_\_\_\_\_  
Amanda Harvey  
Mullen Coughlin LLC

Dated: 3/6/2024

**Class Representatives**  
Electronically Signed: *Christina Cain* 2024-03-06 19:58:13 UTC - 206.265.87.181  
Notary Account ID: 1079461-1c13-4a69-89c0-12073461102

Christina Cain

Dated: 3/6/2024

DocuSigned by:  
*Darron Danna*  
72B3F4B28E6E439...  
By: \_\_\_\_\_  
Darron Danna

Dated: 3/06/2024

*Stephanie Youngblood*  
By: \_\_\_\_\_  
Stephanie Youngblood

Dated: 3/8/2024

*Joshua Wolf*  
By: \_\_\_\_\_  
Joshua Wolf

Dated: 3/12/2024

DocuSigned by:  
Kim White, 2024.03.12, 2024 13:10 EDT

\_\_\_\_\_  
Kim White

Dated: 3/9/2024

DocuSigned by:  
Brandon Guerra

\_\_\_\_\_  
Brandon Guerra

Dated: 3/25/2024

DocuSigned by:  
Charles William

\_\_\_\_\_  
Charles Williams

**Class Counsel**

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

By: \_\_\_\_\_  
Brandon Wise, Peiffer Wolf Carr  
Kane Conway & Wise, LLP

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