IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

LENCOLA ROBERTS, CELESTINO SANCHEZ II, AND GINGER WAGNER, individually, and on behalf of all others similarly situated,

Case No. 26EV000358

Plaintiffs,

v.

HIRE VELOCITY, LLC,

Defendant.
_____/

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date of the last signature below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a talent acquisition and professional search firm that specializes in providing top-tier talent strategy and recruitment process outsourcing services.

2. In the normal course of providing services, Defendant collects, maintains, and stores the personal and sensitive information of its employees and clients.

3. On or about February 17, 2025, Defendant became aware of a cybersecurity incident wherein suspicious activity identified on Defendant's computer systems and network disrupted access to certain of Defendant's systems. On or about April 15, 2025, Defendant became

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

aware that a third party may have unlawfully accessed certain files. The files contained the Private Information belonging to certain employees, contractors and clients. The Private Information potentially affected was first and last names and Social Security numbers.

4. On or about May 16, 2025, Defendant began sending notification letters to those individuals whose Private Information may have been accessed.

5. As a result, on May 23, 2025, Plaintiff Roberts filed a putative class action against Defendant in the United States District Court for the Northern District of Georgia, seeking damages on behalf of herself and a putative class of all similarly situated individuals.

6. Thereafter, on May 28, 2025, Plaintiff Sanchez also filed his putative class action against Defendant in the United States District Court for the Northern District of Georgia, seeking damages on behalf of himself and a putative class of all similarly situated individuals.

7. Plaintiffs Roberts and Sanchez successfully moved to consolidate their cases in the Northern District of Georgia, and to which action Plaintiff Wagner was joined as a named plaintiff.

8. Shortly thereafter, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement.

9. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

10. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the Settlement on December 11, 2025.

11. During the course of those negotiations, the Parties decided that jurisdiction was

proper in state court. Consequently, Plaintiffs dismissed the federal case and refiled this Action on January 12, 2026 in the State Court of Fulton County, State of Georgia.

12. The Complaint filed in Fulton County on January 12, 2026 alleges claims against Defendant for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, and declaratory relief on behalf of a national class.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to

approval by the Court, as follows.

II. Definitions

14. "**Action**" means the class action lawsuit entitled: *Lencola Roberts, et al., v. Hire Velocity,* LLC, Case No. 26EV000358 pending in the State Court of Fulton County, Georgia.

15. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

16. "**Application for Attorneys' Fees, Costs, and Service Award**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees, reimbursement for costs, and for a Service Award for the Class Representative.

17. "**Attorneys' Fees and Costs Payment**" means the Court-approved attorneys' fees and costs that are paid by the Defendant to Class Counsel.

18. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A and/or Cash Payment B under Section IV herein.

19. "**Cash Payment A – Out-of-Pocket Losses**" means the Settlement Class Member Benefit consisting of a maximum payment that Settlement Class Members, who incurred Out-of-Pocket Losses, may elect under Section IV herein.

20. "**Cash Payment B – Alternate Cash**" means the Settlement Class Member Benefit consisting of an alternative cash payment as described in Section IV herein.

21. "**Claim**" means the submission of a Claim Form by a Claimant.

22. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

23. "**Claim Form**" means the proof of claim, substantially in the form attached hereto

as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

24. "**Claim Form Deadline**" shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment and Credit Monitoring.

25. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine validity.

26. "**Class Counsel**" means: Raina C. Borrelli of Strauss Borrelli PLLC, Casondra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A.

27. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members' full names and last known physical addresses.

28. "**Class Representatives**" means Plaintiffs the Court appoints as representatives of the Settlement Class.

29. "**Complaint**" means the Class Action Complaint filed by Plaintiff in this Action on January 12, 2026.

30. "**Court**" means the State Court of Fulton County, Georgia, and the Judge(s) assigned to the Action.

31. "**Credit Monitoring**" means the two years of credit monitoring that Settlement

Class Members may elect under Section IV herein.

32. "**Data Incident**" means the unauthorized access to or acquisition of Plaintiff's and the Settlement Class' Private Information that Defendant first learned of on or about February 17, 2025.

33. "**Defendant**" means Hire Velocity, LLC, the defendant in the Action.

34. "**Defendant's Counsel**" means John Babione of Constangy, Brooks, Smith & Prophete, LLP.

35. "**Effective Date**" means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

36. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

37. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Award.

38. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

39. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

40. "**Motion for Final Approval**" means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

41. "**Motion for Preliminary Approval**" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

42. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class which includes Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

44. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

45. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

46. "**Opt-Out Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

47. **"Out-of-Pocket Losses"** means unreimbursed out-of-pocket losses arising from the Data incident, and includes, without limitation and by way of example, losses associated with fraud or identity theft; 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.

48. "**Party**" means any Plaintiff or Defendant, and "**Parties**" means Plaintiffs and

Defendant collectively.

49. "**Plaintiffs**" means Lencola Roberts, Celestino Sanchez II, and Ginger Wagner.

50. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1,*** that the Settlement Administrator may disseminate to Settlement Class Members by mail.

51. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

52. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

53. "**Private Information"** means first and last names and Social Security numbers.

54. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

55. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

56. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries,

affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

57. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

58. "**Reminder Notice**" the form of notice to be sent, if required per paragraph 78 of this Settlement Agreement, to remind Settlement Class Members to submit a Claim by the Claim Form Deadline.

59. "**Service Awards**" means the payments the Court may award the Plaintiffs for serving as the Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Award shall be paid by Defendant separate from the Settlement Class Member Benefits.

60. "**Settlement Administrator**" means Kroll Settlement Administration LLC, the third-party notice and claims administrator jointly selected by the Parties.

61. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

62. "**Settlement Class**" means all living individuals residing in the United States who were sent written notice from Defendant that their Private Information may have been compromised in the Data Incident affecting Defendant in approximately February 2025. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and

Court staff.

63. "**Settlement Class Member**" means any member of the Settlement Class who has not opted-out of the Settlement.

64. "**Settlement Class Member Benefits**" means the Cash Payments, Credit Monitoring, Settlement Administration Costs, attorneys' fees, costs, and Service Awards payable by the Defendant under this Agreement.

65. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

66. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of

Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

67. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

68. Defendant has agreed to pay all Settlement Class Member Benefits, which includes Cash Payments and Credit Monitoring for Settlement Class Members, Settlement Administration Costs, and any Court-awarded, Attorneys' Fees, Costs, and Service Award.

69. When submitting a Valid Claim for a Cash Payment, Settlement Class Members much choose either Cash Payment A – Out-of-Pocket Losses or Cash Payment B – Alternate Cash. All Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment and/or Credit Monitoring.

a. Cash Payment A – Out-of-Pocket Losses

Settlement Class Members may submit a Claim for Cash Payment A – Out-of-Pocket Losses under this section for up to $2,000.00 per Settlement Class Member upon presentment of

documented Out-of-Pocket Losses arising from the Data Incident, with supporting documentation. To receive a payment, a Settlement Class Member must elect Cash Payment A – Out-of-Pocket Losses on the Claim Form, attesting under penalty of perjury to incurring Out-of-Pocket Losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

b. **Cash Payment B – Alternate Cash**

In lieu of electing Cash Payment A – Out-of-Pocket, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be $40.00.

c. **Credit Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may also elect to receive Credit Monitoring, which provides three bureau credit monitoring, single bureau credit report, comprehensive dark web monitoring, Social Security Number scan, high risk transaction monitoring, with real-time alerts, security freeze, and $1 million in insurance coverage.

d. **Information Security Enhancements**

Prior to Final Approval, Defendant will provide Class Counsel with a confidential

declaration describing the information security enhancements implemented following the Data Incident to better protect the Settlement Class Members' Private Information and estimated annual costs of the enhancements, if applicable.

70. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

V. Settlement Approval

71. Within 10 day of signing this Agreement, Plaintiffs shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Raina Borrelli, Casondra Turner, and Jonathan M. Streisfeld as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Kroll Settlement Administration LLC as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

72. The Parties agree that, subject to Court approval, Kroll Settlement Administration

LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Georgia.

73. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

74. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently

asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Send emails to Settlement Class Members instructing how to activate the Credit Monitoring service; and

m. Any other Settlement administration function at the instruction of Class

Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed and that Credit Monitoring codes have been sent.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

75. Defendant will make available to the Settlement Administrator the Class List no later than 30 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

76. Within 50 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

77. Settlement Class Members shall be sent a Postcard Notice.

78. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

79. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

80. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection

Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

81. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement

Class Member does not submit a Valid Claim.

83. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have opted-out from the Settlement Class. If a Settlement Class Member submits both a timely and complete opt-out request and an objection, the opt-out request shall control and the objection will deemed invalid and not considered by the Court. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

84. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each

case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector that will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Process and Disbursement of Cash Payments

85. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

86. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

87. If the Claims rate is less than 2% as of 30 days before the Claim Form Deadline, Reminder Notices shall be sent to all Settlement Class Members who at the time have not opted-out of the Settlement and who have yet to submit a Claim Form. The form of the Reminder Notice shall be agreed to by the Parties and sent via U.S. Mail no later 25 days before the Claim Form Deadline.

88. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

89. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

90. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

91. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall

be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

92. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with this Settlement.

93. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's

Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

94. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

95. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

97. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

98. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any

complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

IX. Final Approval Order and Final Judgment

99. Plaintiffs shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

100. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

101. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to $4,000.00 each, subject to Court approval. The Service Award shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within 21 days of the Effective Date.

102. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs in the amount of $185,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved Attorneys' Fees and Costs Payment by check or wire transfer to an account designated by Class Counsel within 21 days of the Effective Date.

103. This Settlement is not contingent on approval of the requests for the Attorneys' Fees and Costs Payment or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for the Attorneys' Fees and Costs Payment and the Service Awards were not negotiated until after all material terms of the Settlement. Defendant agrees not to oppose the amounts requested for attorneys' fees and costs and Service Awards up to the amounts stated above.

XI. Releases

104. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is

executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

105. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

106. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

107. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

108. If any of the conditions specified in the preceding paragraph are not met, or if the

Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

110. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement 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, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

111. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

112. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

113. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

114. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

115. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) 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 Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

116. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

117. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

118. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

119. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

120. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

certify to the Court that they have met and conferred in an attempt to resolve the dispute.

121. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

122. ***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.

123. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Georgia, without regard to the principles thereof regarding choice of law.

124. ***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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

125. ***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 arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court

shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

126. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Raina C. Borrelli*
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
raina@straussborrelli.com

Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
cturner@milberg.com

Jonathan M. Streisfeld
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
streisfeld@kolawyers.com

If to Defendant or Defendant's Counsel:

John Babione
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
230 Peachtree Street, N.W.
Suite 2400
Atlanta, GA 30303-1557
jbabione@constangy.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

127. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

128. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

129. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

130. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

131. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

132. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

PLAINTIFFS

Lencola Roberts
Lencola Roberts (Feb 23, 2026 13:53:40 CST)

LENCOLA ROBERTS Dated: 2/23/2026

Celestino Sanchez (Feb 23, 2026 15:37:01 EST)

CELESTINO SANCHEZ II Dated: 2/23/2026

Ginger Wagner (Feb 23, 2026 15:53:16 CST)

GINGER WAGNER Dated: 2/23/2026

CLASS COUNSEL (As to Form)

Raina Borrelli
Raina Borrelli (Feb 23, 2026 15:56:32 CST)

RAINA C. BORRELLI Dated: 2/23/2026
STRAUSS BORRELLI PLLC

CASONDRA TURNER Dated: 2/23/2026
MILBERG, PLLC

Jonathan Streisfeld (Feb 23, 2026 16:55:17 EST)

JONATHAN M. STREISFELD Dated: 2/23/2026
KOPELOWITZ OSTROW P.A.

DEFENDANT

Marques Smith
(Signature) Dated: 2/23/2026

By: Marques Smith
(Printed Full Name)

As: President & CEO
(Official Title)

COUNSEL FOR DEFENDANT (As to Form)

John C. Babione
JOHN BABIONE Dated: 2/23/2026
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

EXHIBIT 1

Lencola Roberts v. Hire Velocity, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified as someone eligible for benefits from a class action Settlement regarding the Hire Velocity, LLC Data Incident.

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with Hire Velocity, LLC (the "Defendant") in a class action lawsuit about a cybersecurity incident on or about February 17, 2025, that allowed unauthorized access to company computer systems and files containing Private Information belonging to certain employees, contractors, and clients (the "Data Incident"). This Private Information included first and last names and Social Security numbers. The Defendant denies all wrongdoing.

Am I included? You are receiving this Notice because the Defendant's records show you are included in the Settlement Class. The Settlement Class consists of all living individuals residing in the United States who were sent written notice from Defendant that their Private Information may have been compromised in the Data Incident affecting Defendant in approximately February 2025 .

What does the Settlement provide? The Defendant agrees to pay for all Settlement Class Member Benefits, which includes two years of three bureau **Credit Monitoring** and either **Cash Payment A – Out-of-Pocket Losses** (reimbursement for up to $2,000 of documented Out-of-Pocket Losses) or **Cash Payment B – Alternate Cash** (a $40 cash payment) for Settlement Class Members who submit a Valid Claim. Under the Settlement, the Defendant will also separately pay Settlement Administration Costs and any Court-awarded Attorneys' Fees Costs Payment and Service Awards.

How do I get Settlement Class Member Benefits? You must submit a Claim Form online at www.[website].com or by mail, postmarked by **Month XX, 2026**, to get Settlement Class Member Benefits. Please visit the Settlement Website for a full description of the Settlement Class Member Benefits and more information on how to obtain and submit a Claim Form.

What are my other options? If you do nothing, you will not receive any Settlement Class Member Benefits, you will remain a member of the Settlement Class and will give up your rights to sue the Defendant for the claims this Settlement resolves. If you do not want any Settlement Class Member Benefits, but you want to keep your right to sue the Defendant for the claims this Settlement resolves, you must exclude yourself from the Settlement Class (called "opting out"). If you do not-opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out Deadline and Objection Deadline is **Month XX, 2026**.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, Application for Attorneys' Fees and Costs of $185,000, and Service Awards of $4,000 each for the three Class Representatives. You or your attorney may appear at the hearing at your own cost, but you do not have to.

For more information: This Notice is only a summary. Please visit **www.[website].com** to update your address or get more information about the Settlement, the Settlement Agreement, Long Form Notice, and other related documents, and instructions on how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the State Court of Fulton County, State of Georgia
Lencola Roberts v. Hire Velocity, LLC, Case No. 26EV000358

Were you notified that your Private Information may have been impacted by a data breach at Hire Velocity? You may be eligible for benefits from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A proposed settlement has been reached with Hire Velocity, LLC (the "Defendant") in a class action about a cybersecurity incident on or about February 17, 2025, that allowed unauthorized access to company computer systems and files containing Private Information belonging to certain employees, contractors, and clients (the "Data Incident"). This Private Information included first and last names and Social Security numbers. The Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.
- You are included in this Settlement as a Settlement Class Member if you live in the United States and were sent a written notice from the Defendant that your Private Information may have been compromised in the Data Incident affecting the Defendant in approximately February 2025.
- Under the proposed Settlement, the Defendant will pay all Settlement Class Member Benefits, including Cash Payments and Credit Monitoring for Settlement Class Members, Settlement Administration Costs, and any Court-awarded, Attorneys' Fees, Costs, and Service Awards.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive Settlement Class Member Benefits is to submit a valid and timely Claim Form.	**Month __, 2026**
OPT-OUT OF THE SETTLEMENT	If you opt-out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive Settlement Class Member Benefits.	**Month __, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for Settlement Class Member Benefits.	**Month __, 2026**
DO NOTHING	If you do nothing, you will not receive Settlement Class Member Benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Lencola Roberts v. Hire Velocity, LLC*, Case No. 26EV000358 pending in the State Court of Fulton County, Georgia. The people who filed this Action are called the "Plaintiffs" and the company they sued, Hire Velocity, LLC, is called the "Defendant."

2. What is this Action about?

On or about February 17, 2025, the Defendant became aware of a cybersecurity incident in which suspicious activity on its computer systems and network disrupted access to certain systems (the "Data Incident"). On or about April 15, 2025, the Defendant became aware that a third party may have unlawfully accessed certain files containing Private Information belonging to certain employees, contractors, and clients. This Private Information included first and last names and Social Security numbers. On or about May 16, 2025, the Defendant sent out notice letters to those individuals impacted by the Data Incident. The Action alleges claims of negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, and declaratory relief. The Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Action, the Class Representatives are Lencola Roberts, Celestino Sanchez II, and Ginger Wagner.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and, through the Settlement, Settlement Class Members are eligible to claim benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as "Class Counsel," think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all living individuals residing in the United States who were sent a written notice from the Defendant that their Private Information may have been compromised in the Data Incident affecting the Defendant in approximately February 2025.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of the Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and Settlement Class Members who timely and validly opt-out of the Settlement.

THE SETTLEMENT BENEFITS

7. What can I get from this Settlement?

Under the proposed Settlement, the Defendant will pay all Settlement Class Member Benefits, including Cash Payments and Credit Monitoring for Settlement Class Members, Settlement Administration Costs, and any Court-awarded Attorneys' Fees, Costs, and Service Awards.

Settlement Class Members may choose to receive one (1) of the following Cash Payments:

(1) **Cash Payment A – Out-of-Pocket Losses**: Reimbursement of up to $2,000 for documented out-of-pocket losses arising from the Data Incident; or

(2) **Cash Payment B – Alternate Cash**: An alternate cash payment of $40.

In addition to Cash Payment A or Cash Payment B, you may also make a claim for two years of **Credit Monitoring**.

8. Tell me more about Cash Payment A – Out-of-Pocket Losses.

Settlement Class Members may choose to receive up to $2,000 for reimbursement for Out-of-Pocket Losses arising from the Data Incident. Reasonable documentation must be provided. Losses include, but are not limited to:

- Losses associated with fraud or identity theft;
- 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 May 16, 2025 through Month XX, 2026; and
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of "reasonable documentation" include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not provide sufficient reasonable documentation and fail to cure your Claim for Out-of-Pocket Losses, it will be denied.

You cannot be reimbursed for expenses under this Settlement if you have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

9. Tell me more about Cash Payment B – Alternate Cash.

Instead of Cash Payment A, Settlement Class Members may choose to receive an alternate cash payment of $40 (Cash Payment B). No documentation is required for Cash Payment B.

10. Tell me more about Credit Monitoring.

In addition to Cash Payment A or Cash Payment B above, Settlement Class Members may choose to receive two years of Credit Monitoring which provides three bureau credit monitoring, single bureau credit report, comprehensive dark web monitoring, Social Security Number scan, high risk transaction monitoring, with real-time alerts, security freeze, and $1 million in insurance coverage.

11. What claims am I releasing if I stay in the Settlement Class?

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant or other Released Parties about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims relating to the Data Incident that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.[website].com.

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How do I submit a Claim Form to get Settlement Class Member Benefits?

To receive Settlement Class Member Benefits, you must submit a Claim Form, with any necessary documentation, online by **Month XX, 2026 at 11:59 p.m. ET** at www.[website].com, or by mail, postmarked by **Month XX, 2026**, to:

Lencola Roberts v. Hire Velocity, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

13. When will I get my Settlement Class Member Benefits?

The short answer is – after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:XX x.m. ET**, to decide whether to approve the Settlement, the Attorneys' Fees and Costs Payment for Class Counsel for representing the Settlement Class, and Service Awards to the three Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court appointed Raina C. Borrelli of Strauss Borrelli PLLC, Casondra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Defendant (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve an Application for Attorneys' Fees and Costs of $185,000 as well as a $4,000 Service Award payment to each of the three Class Representatives. If approved, these amounts will be separately paid from Settlement Class Member Benefits.

EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I opt-out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline to opt-out of the Settlement by submitting a "request to opt-out" is **Month XX, 2026**.

To opt-out from the Settlement, you must submit a written request to opt-out that includes:

- A statement indicating that you want to be excluded from the Settlement Class, such as, "I hereby request to be excluded from the proposed Settlement Class in *Lencola Roberts v. Hire Velocity, LLC, Case No. 26EV000358*";
- Your full name, address, telephone number, and email address (if any);
- Your personal signature.

Your request to opt-out must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Lencola Roberts v. Hire Velocity, LLC
c/o Kroll Settlement Administration LLC
ATTN: Opt-Out Request
P.O. Box XXXX
New York, NY 10150-XXXX

OBJECT TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the Attorneys' Fees and Costs Payment amount, the Service Award payments, the Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement. Objections must be submitted in writing and must include:

- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case
- The identity of all counsel (if any) representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts

in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- the identity of all counsel (if any) representing the objector that will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- A statement whether you intend to personally appear or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

Objections must be filed with the Court at the following address no later than **Month XX, 2026**.

State Court of Fulton County, Georgia
Name of Courthouse
Street Address
City, ST Zip Code

A copy of your objection also must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Raina C. Borrelli **Strauss Borrelli PLLC** One Magnificent Mile 980 N. Michigan Ave. Suite 1610 Chicago, IL 60611 Casondra Turner **Milberg, PLLC** 260 Peachtree Street NW Suite 2200 Atlanta, GA 30303 Jonathan M. Streisfeld **Kopelowitz Ostrow P.A.** 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301	John Babione **Constangy, Brooks, Smith & Prophete, LLP** 230 Peachtree Street NW Suite 2400 Atlanta, GA 30303	*Lencola Roberts v. Hire Velocity, LLC* c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXX New York, NY 10150-XXXX

19. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from it. Opting out from the Settlement means telling the Court you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:XX x.m. ET**, at the [court, address, city, state, zip code], to decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Costs, and the Service Awards to the three Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check www.[website].com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and will not be eligible to receive any Settlement Class Member Benefits.

GETTING MORE INFORMATION

23. 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 the Settlement Website, www.[website].com.

If you have additional questions or need to update your address, you may contact the Settlement Administrator toll free at (XXX) XXX-XXXX or by mail at *Lencola Roberts v. Hire Velocity, LLC,* c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

EXHIBIT 3

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Your claim must be submitted online or postmarked by: Month XX, 2026

CLAIM FORM

Lencola Roberts v. Hire Velocity, LLC
Case No. 26EV000358
In the State Court of Fulton County, State of Georgia

GENERAL INSTRUCTIONS

You may submit a claim for Settlement Class Member Benefits as outlined below. Please refer to the Long Form Notice posted on the Settlement Website **www.[website].com** for more information.

To receive Credit Monitoring and reimbursement for Out-of-Pocket Losses or an Alternate Cash Payment, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at **www.[website].com** or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form by U.S. Mail, including any supporting documentation, postmarked by **Month XX, 2026**, to:

Lencola Roberts v. Hire Velocity, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

You may submit a claim to receive Credit Monitoring and either Cash Payment A or Cash Payment B.

Check the box below if you would also like to receive Credit Monitoring:

- ☐ **Credit Monitoring**: Two years of Credit Monitoring which provides three bureau credit monitoring, single bureau credit report, comprehensive dark web monitoring, Social Security Number scan, high risk transaction monitoring, with real-time alerts, security freeze, and $1 million in insurance coverage. If you choose to receive this benefit, you will receive a code to enroll in the program after Final Approval of the Settlement.

Check the box below to select the appropriate Cash Payment option:

- ☐ **Cash Payment A - Out-of-Pocket Losses**: Up to $2,000 for unreimbursed out-of-pocket losses and expenses arising from the Data Incident. Documentation must be provided (*see* Section III below).

OR

- ☐ **Cash Payment B – Alternate Cash**: A $40 cash payment. No documentation is required.

I. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website (**www.[website].com**) and timely file your Claim Form online on or before 11:59 p.m. ET on **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

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II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

____ ____ ____ ____ ____ ____ ____ ____ ____ ____ ____ ____ ____

Class Member ID

_____ _____

First Name **Last Name**

_____

Address 1

_____

Address 2

_____ ___ ___ ___ ___ ___ ___ ___ ___

City **State** **Zip Code**

Email Address: _____@_____

Telephone Number (optional): (____ ____ ____) ____ ____ ____ - ____ ____ ____ ____

III. REIMBURSMENT FOR OUT-OF-POCKET LOSSES

If you selected the box for Cash Payment A - Out-of-Pocket Losses, you may choose to receive reimbursement for up to $2,000 Out-of-Pocket Losses arising from the Data Incident. Reasonable documentation must be provided. Losses include, but are not limited to:

- Losses associated with fraud or identity theft;
- 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 May 16, 2025 through Month XX, 2026; and
- Miscellaneous expenses, *e.g.*, notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of "reasonable documentation" include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not provide sufficient reasonable documentation and fail to cure your claim for Out-of-Pocket Losses, it will be denied.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

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Please confirm that you have attached documentation for your Claim by checking the box below:

☐ I have attached documentation showing that the losses and expenses listed below arose from the Data Incident.

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	$50.00	Copy of credit monitoring service bill
	___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Georgia that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____ ____ ____ / ____ ____ / ____ ____ ____ ____
Signature Date (mm/dd/yyyy)

_____
Print Name

For more information, visit www.[website].com or call the Settlement Administrator toll free at (xxx) xxx-xxxx.

EXHIBIT 4

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

LENCOLA ROBERTS, CELESTINO SANCHEZ II, AND GINGER WAGNER, individually, and on behalf of all others similarly situated,

Case No. 26EV000358

Plaintiffs,

v.

HIRE VELOCITY, LLC,

Defendant.
_____/

[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs[1] Motion for Preliminary Approval of Class Action Settlement **(Doc. No. __)**, the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Hire Velocity, LLC.

Having fully considered the issue, the Court hereby **GRANTS** the Preliminary Approval to the Settlement and **ORDERS** as follows:

1. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to O.C.G.A. § 15-6-8 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to O.C.G.A. § 9-10-93.

2. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

> All living individuals residing in the United States who were sent written notice from Defendant that their Private Information may have been compromised in the

[1] All defined terms have the same meaning as set forth in Section II of the Settlement Agreement attached as Exhibit A to the Motion for Preliminary Approval, unless otherwise indicated.

Data Incident affecting Defendant in approximately February 2025.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and validly opt-out of the Settlement.

The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of O.C.G.A. § 9-11-23(a)-(b). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical, and the Plaintiffs seek the same relief as the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. **Appointment of Class Representatives and Class Counsel**. The Court finds that Plaintiffs Lencola Roberts, Celestino Sanchez II, and Ginger Wagner will likely satisfy the requirements of O.C.G.A. § 9-11-23(a)(4) and appoints them as the Class Representative. Additionally, the Court finds that Raina C. Borrelli of Strauss Borrelli PLLC, Casondra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. will likely satisfy the requirements of O.C.G.A. § 9-11-23(a)(4) and appoints them as Class Counsel.

4. **Preliminary Settlement Approval.** Pursuant to O.C.G.A. § 9-11-23, the Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate

and that Notice to the Settlement Class is warranted. Accordingly, the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arm's length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by O.C.G.A. § 9-11-23 and relevant case law.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 202___, at __:__ _.m. [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be finally approved as fair, reasonable, and adequate; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly opted-out from the Settlement) should be bound by the Releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an Attorneys' Fees and Costs Payment should be granted; and (f) the application for Service Awards to the Class Representatives should be granted.

6. **Settlement Administrator**. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for Notice Program and Settlement Administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administration Costs shall be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice Program**. The proposed Notice Program set forth in the Settlement

Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits 1-3 are approved. Non-material modifications to the Notices and Claim Form may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or opt-out from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including O.C.G.A. § 9-11-23; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Georgia Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Therefore, the Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Settlement Class**. A Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

If a Final Approval Order and Judgment is entered, all Settlement Class Members who do not timely and validly request to opt-out from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Settlement Class Members who submit valid and timely opt-out requests shall not receive any Settlement Class Member Benefits or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written opt-out request) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. Objections must be filed with the Court, and a copy sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. If a Settlement Class Member submits both a timely and complete opt-out request and an objection, the opt-out request shall control and the objection will be deemed invalid and not considered by the Court. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each

case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector that will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

Any Settlement Class Member who fails to comply with the requirements for objecting

shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order , or judgment to be entered upon Final Approval shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a collateral attack.

11. **Claim Process**. The Settlement Administrator will be responsible for effectuating the Claim Process. The Settlement creates a process for Settlement Class Members to claim Settlement Class Member Benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form available to Settlement Class Members in the manner specified in the Notices.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

42. **Termination of Settlement**. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration and Releases set forth

therein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

12. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

14. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Approval Order is not entered or there is no Effective Date, and it shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Adjournment or Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class. If the Court does so, the new date and time shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

16. **Stay of Action.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

17. **Jurisdiction Pending Settlement Approval.** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the

proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

18. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions and Final Approval Hearing:

Defendant provides Class List to Settlement Administrator	Within 30 days after Preliminary Approval Order
Notice Program Begins	Within 50 days after Preliminary Approval Order
Notice Program Ends	45 days before initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	45 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Claims Deadline	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	_____, 202___, at __:__ _.m.]

IT IS SO ORDERED

_____ _____

Dated Judge

EXHIBIT 5

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

LENCOLA ROBERTS, CELESTINO SANCHEZ II, AND GINGER WAGNER, individually, and on behalf of all others similarly situated,

Case No. 26EV000358

Plaintiffs,

v.

HIRE VELOCITY, LLC,

Defendant.
_____/

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards.

Having reviewed and considered the Settlement Agreement, Unopposed Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on [DATE], the Court entered its Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement **(Doc. No. __)** which, among other things: (a) conditionally certified this Action as a class action, including defining the Settlement Class, (b) appointed Plaintiffs Lencola Roberts, Celestino Sanchez II, and Ginger Wagner as the Settlement Class Representatives and appointed Raina C. Borrelli of Strauss Borrelli PLLC, Casondra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. as Class Counsel; (c)

preliminarily approved the Settlement Agreement; (d) approved the Notice Program and form and manner of Notice to the Settlement Class and the Claim Process; (d) set deadlines for opt-outs, objections, and Claims; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, pursuant to the Notice Program set forth in the Settlement Agreement and approved in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; (2) whether the Settlement Class should be finally certified; and (3) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under O.C.G.A. § 9-11-23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class; and

WHEREAS, having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order; having heard the presentation of Class Counsel

and Defendant's Counsel; having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable; having considered the application made by Class Counsel for attorneys' fees and costs and Service Awards to the Class Representatives; and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members.

2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Final Approval.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants Final Approval of the Settlement, and for purposes of the Settlement Agreement and this Final Approval Order and judgment only, the Court hereby finally certifies the following Settlement Class:

> All living individuals residing in the United States who were sent written notice from Defendant that their Private Information may have been compromised in the Data Incident affecting Defendant in approximately February 2025.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant;

(b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and validly opted-out of the Settlement.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the Settlement terms, for:

a. Settlement Class Members to be able to submit Claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay all Settlement Administration Costs, including the cost of the Settlement Administrator instituting Notice, processing and administering Claims, and preparing and mailing checks.

c. Defendant to pay, subject to the approval and award of the Court, the reasonable Attorneys' Fees and Costs Payment to Class Counsel and Service Awards to the Class Representatives.

8. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of O.C.G.A. § 9-11-23 set forth in the Preliminary Approval

Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

9. The Court affirms the appointment of Plaintiffs as the Class Representatives. The Court concludes the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

10. The Court affirms the appointment of Raina C. Borrelli of Strauss Borrelli PLLC, Casondra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. as Class Counsel. The Court concludes Class Counsel has adequately represented the Settlement Class and will continue to do so.

11. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, the Application for Attorneys' Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Preliminary Approval Order, and proof of Notice has been filed with the Court.

12. The Court finds the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances; was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to opt-out of the Settlement or object to the Settlement and/or Application For Attorneys' Fees, Cost,

and Service Awards and to appear at the Final Approval Hearing; and satisfied the requirements of the Georgia Rules of Civil Procedure, the Georgia Constitution, the United States Constitution, and other applicable law.

13. As of the Opt-Out Deadline, ___ potential Settlement Class Members have timely and validly requested to be excluded from the Settlement and are identified on attached *Exhibit A*. Those individuals will not be bound by the Settlement Agreement and Releases contained therein.

14. All Settlement Class Members who have not validly opted-out from the Settlement Class are bound by this Final Approval Order.

15. ___ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

16. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

17. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and declarations filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

18. The Parties, their respective counsel, and the Settlement Administrator are hereby directed to consummate and implement the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement in the manner and timeframes as set forth therein.

19. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Settlement Agreement and the Preliminary Approval Order. All Settlement Class

Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

20. Pursuant to and as further described in the Settlement Agreement, Settlement Class Representatives and the Settlement Class Members release the Released Claims as follows: Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain,

cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

21. None of the Releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by the Settlement Class Representatives, Settlement Class Members, Class Counsel, or Defendant.

22. Upon entry of this Order, the Class Representatives and other Settlement Class Members 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 the Settlement Agreement or by this Order. The Settlement may be pleaded as a complete defense to any proceeding subject to this provision

23. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representatives in the amount of $_____ each. Defendant shall make such payments in accordance with the terms of the Settlement Agreement.

24. The Court, after careful review of the application for attorneys' fees and costs filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby awards Class Counsel the Attorneys' Fees and Costs Payment in the amount of $_____. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

25. This Final Approval Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed

as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that the Class Representatives, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the Releases contained herein).

26. The Settlement Agreement and Final Approval Order and shall not be construed or admissible as an admission by Defendant that the Class Representatives' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

27. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be

considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose; any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*; and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for Settlement Administration Costs, and will not, at any time, seek recovery of same from any other Party to the Action or from Class Counsel.

28. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

29. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over the subject matter and the Parties and Settlement Class Members with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

30. This Order resolves all claims against all Parties in this action and is a final order.

31. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

_____ _____

Dated Judge

EXHIBIT A

Opt-Out List

(to be completed before Final Approval Hearing)

1.

2.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Hire Velocity Settlement Resolves Data Breach Lawsuit Over 2025 Incident

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