

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>CINDY MENCH</b> , on behalf of herself )	)	
and all others similarly situated, )	)	
	)	Civil Action No.: 2:25-cv-02973
Plaintiff, )	)	Honorable Kelley Brisbon Hodge
	)	
v. )	)	
	)	
<b>MCCORMICK &amp; PRIORE P.C.</b> , )	)	
	)	
Defendant. )	)	

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Cindy Mench (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below), and (ii) McCormick & Priore P.C., (“McCormick” or “Defendant”) in the case titled *Cindy Mench v. McCormick & Priore P.C.*, Case No. 2:25-cv-02973, in the United States District Court for the Eastern District of Pennsylvania (the “Action”). Defendant and Plaintiff are collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, Plaintiff filed a Complaint against Defendant in the Eastern District of Pennsylvania relating to a Data Incident affecting Defendant which Defendant discovered on or around December 9, 2024, and asserted claims for negligence, negligence *per se*, breach of contract, breach of implied contract, unjust enrichment, invasion of privacy, breach of fiduciary duty, breach of confidence, and declaratory judgment;

WHEREAS, on August 29, 2025, the Parties filed a Motion for Extension of Response Time to extend Defendant’s deadline to respond to Plaintiff’s complaint so they could pursue mediation. The Court approved the Parties’ motion on September 2, 2025;

WHEREAS, on November 24, 2025, the Parties attended a mediation with Bennett G. Picker, Esquire of Stradley Ronon. The Parties reached a settlement in principle after the mediation with Mr. Picker;

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representative and the class that they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23; and

WHEREAS, following extensive arm's length settlement negotiations, a mediation session, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

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

## **I. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. "Action" means the class action lawsuit captioned *Cindy Mench v. McCormick & Priore P.C.*, Case No. 2:25-cv-02973 pending in the United States District Court for the Eastern District of Pennsylvania.
2. "Approved Claim" means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
3. "CAFA Notice" means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act ("CAFA"), 28 U.S.C. Sec. 1711, et seq., to be served upon the appropriate federal official(s).
4. "Claim Form" means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit C**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.
5. "Claims Deadline" means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.
6. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.
7. "Class Counsel" means Raina C. Borrelli of Strauss Borrelli PLLC.
8. "Class Representative" means Cindy Mench, the Plaintiff in the Action.
9. "Court" means the United States District Court for the Eastern District of Pennsylvania.

10. “Credit Monitoring Services” means two years of credit monitoring. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

11. “Data Incident” means the data security incident effecting Defendant which Defendant discovered in or around December 2024.

12. “Defendant’s Counsel” means Jill H. Fertel of Cipriani & Werner P.C.

13. “Effective Date” means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

14. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

15. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

16. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

17. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

18. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, and (iv) Fee Award and Costs approved by the Court.

19. “Non-Profit Residual Recipient” means Electronic Privacy Information Center, or a non-profit organization(s) otherwise approved by the Court.

20. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”).

21. “Notice Deadline” means the last day by which Notice must begin to issue to the Settlement Class Members, and which will occur thirty (30) days after entry of the Preliminary Approval Order.

22. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

23. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

24. “Opt-Out Deadline” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

25. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 52.

26. “Personal Information” means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. “Pro Rata Cash Payment” or “Cash Payment” means a pro rata cash payment from the Net Settlement Fund, estimated at \$50, with the final payment amounts depending on the number of valid claims submitted, which a Settlement Class Member may claim under this Settlement Agreement, as set forth in Paragraphs 50-51.

29. “Released Claims” means any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, defenses, and remedies of every kind or description in law or in equity, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Pennsylvania consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of implied contract; breach of fiduciary duty; invasion of privacy; unjust enrichment; and failure to provide adequate notice pursuant to any breach notification statute or common law duty, as well as monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, or interest—whether known or unknown (including Unknown Claims as set forth in Paragraph 83), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices as they relate to or arise from the Data Incident, or Defendant’s maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

30. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, as well as agents, customers, clients and all other business associates or entities of Defendant, and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

31. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates,

successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, and attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

32. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

33. “Residual Settlement Fund” means any funds that remain in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Funds will be sent to one or more Non-Profit Residual Recipient(s).

34. “Service Award Payment” means compensation awarded by the Court and paid to any Class Representative in recognition of his or her role in this litigation.

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

36. “Settlement Administrator” means [insert], a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

37. “Settlement Class” means the persons who are identified on the Settlement Class List, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Defendant in December 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

38. “Settlement Class List” means the list generated by Defendant containing the full names and current or last known home addresses for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

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

40. “Settlement Fund” means the sum of Three Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$335,000.00) to be paid by or on behalf of Defendant as specified in Paragraph 44, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Defendant, its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter. As such, the Settlement Fund represents the total extent of Defendant’s monetary obligations under the Settlement Agreement. Defendant’s contribution to the Settlement Fund shall be fixed and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

41. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraph 58.

42. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

43. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

## **II. SETTLEMENT FUND**

44. **Establishment of Settlement Fund.** Defendant agrees to make a payment, and deposit that payment into, the Settlement Fund as follows: (a) Within thirty (30) days of the Court granting preliminary approval of this Settlement, Defendant shall pay, from the total settlement amount, to the Settlement Administrator an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) to defray the actual expenses

of notice to Settlement Class Members; (b) not more than thirty (30) days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed Three Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$335,000.00). To the extent this Settlement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

45. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 80.

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

47. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 80.

48. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay: (i) all costs of Settlement Administration including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved Pro Rata Cash Payments; (iv) approved claims for Credit Monitoring Services; (v) Service Awards; and (vi) Attorneys Fee Award and Costs. Any amount remaining in

the Residual Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with Paragraph 66. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

49. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

### **III. SETTLEMENT BENEFITS**

#### **a. Pro Rata Cash Payment**

50. **Pro Rata Cash Payment.** All Settlement Class Members may submit a claim for a Pro Rata Cash Payment from the Net Settlement Fund, estimated at \$50, with the final payment amounts adjusted up or down depending on the number of claims submitted, by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline. The Pro Rata Cash Payment will be calculated in accordance with Paragraph 65 below and may be increased or decreased based on the number of valid claims submitted for this settlement benefit.

51. **Assessing Claims for Pro Rata Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Pro Rata Cash Payments.

#### **b. Reimbursement For Out-Of-Pocket Losses**

52. **Reimbursement for Out-of-Pocket Losses.** In addition to the Pro Rata Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for up to Five Thousand Dollars and Zero Cents (\$5,000.00) for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after December 6, 2024, associated with purchasing or extending additional credit monitoring or identity theft

protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for a Pro Rata Cash Payment and Credit Monitoring Services but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

53. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after December 6, 2024; and/or (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Settlement Class Members that file a Claim for Out-of-Pocket Losses only and not for a Pro Rata Cash Payment and have their Out-of-Pocket Losses Claim rejected may be treated by the Settlement Administrator as if he or she elected a Pro Rata Cash Payment.

54. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

**c. Credit Monitoring Services**

55. All Settlement Class Members are eligible to enroll in 2 years of Credit Monitoring Services provided by [insert]. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of 2 years from the date of activation. Credit Monitoring expenses, the administration of which will be undertaken by the Settlement Administrator and overseen by Class Counsel, will be paid for from the Settlement Fund.

**d. Additional Security Measures**

56. Defendant has confirmed that it has made certain changes to its information security, valued at approximately \$33,000 and will attest to these changes in a confidential declaration provided to Class Counsel in support of the Settlement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Class Counsel with a confidential declaration or affidavit, suitable for filing under seal with the Court as necessary, attesting that agreed upon security-related measures have been implemented on or before, and up to, the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund. The information provided by Defendant pursuant to this paragraph shall be treated as confidential and cannot be used for any purpose other than approval and enforcement of this Settlement Agreement.

**IV. CAFA NOTICE**

57. The Claims Administrator will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Court grants Preliminary Approval of this Settlement.

**V. PAYMENTS TO SETTLEMENT CLASS MEMBERS**

58. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses and Pro Rata Cash Payments shall be issued in the form of an electronic payment or check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. The Settlement Administrator shall utilize electronic payment methods wherever possible.

59. **Timing.** To the extent payments are made by check, settlement checks shall bear the legend that they expire if not negotiated within sixty (60) days of their date of issue.

60. **Returned Checks.** For any electronic payment or settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

61. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

62. **Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

**VI. CLAIMS; DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND**

63. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

64. **Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Settlement Fund (after payment of Notice and Administrative Expenses and Taxes and Tax-Related Expenses) to make payments for Service Awards, followed by Fee Award and Costs, followed by Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Credit Monitoring Services, followed by Approved Claims for Pro Rata Cash Payments.

65. **Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Losses, then the value of the payments for Approved Claims for Out-of-Pocket Losses shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Pro Rata Cash Payments.

b. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Credit Monitoring Services, then the duration of the Credit Monitoring Services shall be reduced to 1 year.

c. In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Credit Monitoring Services are not sufficient to make payment for the full amount of the Approved Claims for Pro Rata Cash Payments (*i.e.*, Fifty Dollars and Zero Cents [\$50.00] per Approved Claim), then the value of the Approved Claims for Pro Rata Cash Payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. The Pro Rata Cash Payment amount may also be increased based on the amount of the Net Settlement Fund and the number of valid claims submitted. To ensure that the maximum amount of the Net Settlement Fund is distributed, following the payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services, the amount remaining in the Net Settlement Fund shall be divided by the number of Settlement Class Members who submit Approved Claims for Pro Rata Cash Payments and allocated on a *pro rata* basis to all Settlement Class Members who submitted Approved Claims for Pro Rata Cash Payments.

d. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendant's Counsel.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Residual Settlement Fund more than 150 days after the distribution of Settlement payments to the Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

## **VII. SETTLEMENT CLASS NOTICE**

67. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

68. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendant's Counsel.

## **VIII. OPT-OUTS AND OBJECTIONS**

69. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

70. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

71. Within seven (7) days after the deadline to opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid request for exclusions.

## **IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

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

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- m. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

73. **Limitation of Liability.** The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers, reinsurers, agents and/or third-party administrators, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

74. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

## **X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

75. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

76. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

77. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

78. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XI. MODIFICATION AND TERMINATION**

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

80. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for termination of the Settlement.

81. **Effect of Termination.** In the event of a termination as provided in Paragraph 80, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, 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*.

## **XII. RELEASES**

82. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and

forever discharged Defendant and each of the Released Parties from any and all Released Claims. Plaintiffs, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

83. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent

changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

84. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiffs in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

### **XIII. SERVICE AWARDS**

85. **Service Awards.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Five Thousand Dollars and Zero Cents (\$5,000) for the Class Representative in recognition of her contributions to this Action, subject to Court approval. The Settlement Administrator shall make the Service Award Payments to the Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

86. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

### **XIV. ATTORNEYS' FEES, COSTS, EXPENSES**

87. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees not to exceed one-third of the Settlement Fund, or One Hundred and Eleven Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$111,666.66), plus reasonable litigation costs and expenses, to be paid from the Settlement Fund, and subject to Court approval. The Fee Award and Costs shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

88. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendant and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

89. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the

Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

#### **XV. NO ADMISSION OF LIABILITY**

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

91. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

#### **XVI. MISCELLANEOUS**

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

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

94. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

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

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

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

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

99. **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 consulted in good faith.

100. **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.

101. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Pennsylvania, without regard to the principles thereof regarding choice of law.

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

103. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Tel: (872) 263-1100  
Email: raina@straussborrelli.com

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


Jill H. Fertel  
**CIPRIANI & WERNER PC**  
450 Sentry Parkway, Suite 200  
Blue Bell, PA 19422  
(610) 567-0700  
jfertel@c-wlaw.com

The notice recipients and addresses designated above may be changed by written notice.

104. **Authority.** 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.

**SIGNATURES**

**CINDY MENCH**

By:  \_\_\_\_\_

Date: 02 / 17 / 2026

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_  
Raina C. Borrelli

Date: \_\_\_\_\_

**MCCORMICK & PRIORE P.C.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CIPRIANI & WERNER PC**

*Counsel for Defendant (as to form only)*

By: \_\_\_\_\_  
Jill H. Fertel

Date: \_\_\_\_\_

**SIGNATURES**

**CINDY MENCH**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: Raina Borrelli  
Raina C. Borrelli

Date: 02 / 17 / 2026

**MCCORMICK & PRIORE P.C.**

By: Philip D Priore /s/

Date: 2/16/26

Name: Philip D Priore

Title: President

**CIPRIANI & WERNER PC**

*Counsel for Defendant (as to form only)*

By: /s/ Jill H. Fertel  
Jill H. Fertel

Date: February 16, 2026

**— EXHIBIT A —**

**Court Approved Legal Notice**

*Cindy Mench v. McCormick & Priore P.C.,*  
Case No. 2:25-cv-02973

***A Federal District Court has authorized this Notice.***

*This is not a solicitation from a lawyer.*

**www.XXXXXXXXXXsettlement.com**  
**1-800-345-3831**

**More Information:** Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.XXXXXXXXXXsettlement.com](http://www.XXXXXXXXXXsettlement.com) or by calling toll free **1-800-345-3831**

McCormick & Priore Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG

**Electronic Service Requested**



NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Notice ID: <<Notice ID>>  
Pin Code: <<Pin Code>>

<<FirstName>><<LastName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

BLIND PERF DOES NOT PRINT

Notice ID: <<Notice ID>>  
Pin Code: <<Pin Code>>  
<<FirstName>> <<LastName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

**MCCORMICK & PRIORE**  
**CLAIM FORM**



NUMERIC EQUIVALENT

**1. Out-of-Pocket Expenses**

- Check this box if you wish to receive Out-of-Pocket Expense reimbursement from the Settlement Fund, up to a total of \$5,000.00 per Settlement Class Member, upon submission of a Valid Claim and supporting documentation, for out-of-pocket expenses incurred as a result of the Data Incident:

**2. Pro Rata Cash Payment**

- Check this box if you wish to receive a pro rata cash payment, estimated at \$50. All Settlement Class Members may also make a claim for a Pro Rata cash payment without the need to document losses incurred as a result of the Data Incident. This amount may be increased or decreased *pro rata* based on the number and type of claims made.

**3. Credit Monitoring**

- Check this box if you wish to receive free Credit Monitoring for two years.

**4. Select one of the following payment methods:**

- PayPal       Venmo       Check

Please provide the email address or phone number associated with your PayPal or Venmo account: \_\_\_\_\_

**5. Certification:** By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

A proposed \$335,000 Settlement arising out of a Data Incident has been reached with McCormick & Priore P.C. ("Defendant"). In or around December 2024, an unauthorized third party potentially gained access to Settlement Class Members' Personal Information (the "Data Incident").

**Who is Included?** Class Members include all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Defendant in December 2024, including all persons who were sent notice of the Data Incident.

**What does the Settlement Provide?** The Settlement establishes a \$335,000 Settlement Fund to be used to pay (i) all costs of Settlement Administration including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved Pro Rata Cash Payments; (iv) approved claims for Credit Monitoring Services; (v) Service Awards; and (vi) Attorneys Fee Award and Costs. Claimants may select one of the following forms of Settlement relief:

- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the McCormick & Priore Data Incident (up to \$5,000.00);
- **Pro Rata Cash Payment** – a pro rata cash payment, estimated at \$50. The Pro Rata Cash Payment may be increased or reduced depending on the number of Class Members that participate in the Settlement.
- **Credit Monitoring** - free credit monitoring for 2 years.

**How To Get Benefits:** You must complete and file a Claim Form online or by mail postmarked by (DATE), including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at [www.XXXXXXXXXsettlement.com](http://www.XXXXXXXXXsettlement.com) using the Unique Notice ID and Pin on this postcard. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail. You can also request a Claim Form by contacting [McCormicksettlement@rg2claims.com](mailto:McCormicksettlement@rg2claims.com).

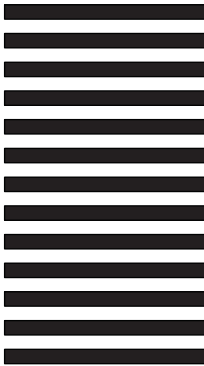
**Your Other Options:** If you do not want to be legally bound by the Settlement, you must exclude yourself by (DATE). If you do not exclude yourself, you will release any claims you may have against the Defendant or the Released Parties related to the McCormick & Priore Data Incident, as more fully described in the Settlement Agreement, available on Settlement Website. If you do not exclude yourself, you may object to the Settlement by (DATE).

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on (DATE), 2026, at (TIME) before the (JUDGE AND COURT INFO) Honorable to consider: whether to approve the, Service Award of \$5,000 to Plaintiff, Fee Award (up to \$111,666.66) and reasonable litigation costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for those details.

BLIND PERF DOES NOT PRINT



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 36877 PHILADELPHIA PA

POSTAGE WILL BE PAID BY ADDRESSEE

MCCORMICK & PRIORE SETTLEMENT  
C/O RG/2 CLAIMS ADMINISTRATION LLC  
PO BOX 59479  
PHILADELPHIA PA 19102-9940



**— EXHIBIT B —**

## NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

### **If McCormick & Prior P.C. (“Defendant”) Notified You of a Security Incident, You May be Eligible For Benefits From a Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.*

- A proposed Settlement has been reached in a class action lawsuit known as *Cindy Mench v. McCormick & Priore P.C.* Civil Action No. 2:25-cv-02973 (“Lawsuit”), filed in the United States District Court for the Eastern District of Pennsylvania.
- This Lawsuit arises out of unauthorized access to Defendant’s systems and certain files containing Personal Information and which was discovered by Defendant in December 2024 (the “Data Incident”). Defendant disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to \$5,000.00 for documented out-of-pocket expenses; or (2) pro rata cash payment estimated at \$50, and (3) two years of Credit Monitoring.
- You are included in this Settlement as a Settlement Class Member if you were mailed written notification that indicated your Personal Information was potentially compromised as a result of the Data Incident discovered by Defendant in December 2024.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

#### **YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

<b>Submit a Claim</b>	<p><b>You must submit a Valid Claim to get money from this Settlement.</b></p> <p>Claim Forms must be submitted online by <b>(DATE)</b>, if mailed, postmarked no later than <b>(DATE)</b>.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the Settlement. Get no money. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than <b>(DATE)</b>.</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than <b>(DATE)</b>.</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for <b>(DATE)</b>.</p>

#### **WHAT THIS NOTICE CONTAINS**

**Basic Information..... Pages 3-4**

1. How do I know if I am affected by the lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

**The Settlement Benefits..... Pages 4-5**

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

**Exclude Yourself ..... Page 6**

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

**The Lawyers Representing You ..... Page 6**

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

**Objecting to the Settlement..... Page 7**

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

**The Final Fairness Hearing..... Page 8**

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

**Do Nothing..... Page 8**

20. What happens if I do nothing?

**Get More Information ..... Page 8**

21. How do I get more information about the Settlement?

## BASIC INFORMATION

### 1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were mailed written notification by McCormick & Priore, P.C. (“Defendant”) that your Personal Information was potentially compromised as a result of the Security Incident discovered by Defendant in December 2024.

The Settlement Class specifically excludes: (i) McCormick & Priore P.C. (“Defendant”), the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *Cindy Mench v. McCormick & Priore P.C.*, Case No. 2:25-cv-02973, in the United States District Court for the Eastern District of Pennsylvania. The person who sued is called the “Plaintiff” and the company they sued, McCormick & Priore P.C., known as the “Defendant” in this case.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Personal Information was potentially impacted as a result of the Security Incident.

This Lawsuit arises out of unauthorized access to Defendants’ systems and certain files Personal Information, and which was discovered by Defendant on or about December 2024 (the “Data Incident”). After learning of the Data Incident, notification was mailed to persons whose Personal Information may have been impacted by the Security Incident. Subsequently, this lawsuit was filed asserting claims against Defendant relating to the Data Incident. Defendant denies Plaintiff’s claims and denies any wrongdoing.

### 3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

### 4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement if you were mailed written notification by McCormick & Priore P.C. (“Defendant”) that your Personal Information was potentially compromised as a result of the Data Incident discovered by Defendant in December 2024. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), call toll

free 1-866-742-4955 , send email to [info@RG2claims.com](mailto:info@RG2claims.com), or write to McCormick & Priore Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

#### Expense Reimbursement

**Documented Out of Pocket Expense Reimbursement (Ordinary Losses):** All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after December 6, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation, to the Claims Administrator.

**Pro Rata Cash Payment:** All Settlement Class Members may make a claim for a *pro rata* cash payment, estimated at \$50, without the need to document losses incurred as a result of the Data Incident. The amount of the payment will be calculated by first deducting the costs for valid claims for Out-of-Pocket Losses, valid claims for Credit Monitoring, Notice and Administrative Expenses, attorneys’ fees and costs, and service award. The remaining amount will determine the actual dollar amount of the Pro Rata Cash Payment available for each Settlement Class Member.

**Credit Monitoring:** All Settlement Class Members may elect to receive two years of Credit Monitoring through [ADD].

**Information Security Improvements:** Defendant will implement or maintain various data security improvements. Any costs associated with these security improvements will be paid by Defendant separate and apart from other settlement benefits.

### 7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator and/or a claims referee. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online (DATE) or postmarked no later than (DATE). You can download a Claim Form at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), send email to [info@RG2claims.com](mailto:info@RG2claims.com), or you can call the Settlement Administrator at 1-866-742-4955. The unique Login and Password that were printed on the Notice you received will be required to access the online and paper claim forms.

### 8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement

Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

**9. Will the Class Representative receive compensation?**

Yes. The Class Representative will receive a service award of up to \$5,000, to compensate him for his services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

**EXCLUDE YOURSELF**

**10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than **(DATE)** to:

McCormick & Priore Settlement  
c/o RG2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Instructions on how to submit a request for exclusion are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or from the Claims Administrator by calling 1-866-742-4955.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

**11. If I do not exclude myself, can I sue later?**

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

**12. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

Yes. The Court has appointed Raina C. Borrelli of the law firm of Strauss Borrelli PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **14. How will the lawyers be paid?**

Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed \$111,666.66, plus reasonable litigation Costs and Expenses. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

### **OBJECTING TO THE SETTLEMENT**

#### **15. How do I tell the Court that I do not like the Settlement?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member’s attorney.

Your Objection must include the case name and docket number, *Cindy Mench v. McCormick & Priore P.C.*, Case No. 2:25-cv-02973, and be submitted to the Settlement Administrator by First-Class mail, received no later than **(DATE)**, to:

McCormick & Priore Settlement  
c/o RG2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

If you do not submit your objection with all requirements, or if your objection is not received by **(DATE)**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

#### **16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the

Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on (DATE) at (TIME) a.m. at (Court Address). The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

### 18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

### 19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

## DO NOTHING

### 20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

## GET MORE INFORMATION

### 21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-866-742-4955. You may also contact the Settlement Administrator at

McCormick & Priore Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 .

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT  
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR  
DEFENDANT'S COUNSEL.**

— **EXHIBIT C** —

Your claim must  
be submitted online  
or **postmarked by:**

**CLAIM FORM**

*Cindy Mench v. McCormick & Priore P.C.,  
Case No. 2:25-cv-02973*  
United States District Court, Eastern District of Pennsylvania

**GENERAL INSTRUCTIONS**

You are a Settlement Class Member if you were mailed notice by McCormick & Priore P.C. (“Defendant”) that your personal information was impacted in the Data Incident. You are a Settlement Class Member if you were notified by Defendant that your Personal Information was potentially compromised in the Data Incident. You may submit a claim for settlement benefits, outlined below. You are eligible for monetary recovery in this settlement if you submit a valid and approved claim in the settlement of *Cindy Mench v. McCormick & Priore P.C.* Civil Action No. 2:25-cv-02973. Please refer to the Long-Form Notice posted on the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), for more information on submitting a Claim Form.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

McCormick & Priore Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

**You may submit a claim for the following benefits:**

- 1) **Out-of-Pocket Expense Reimbursement:** Compensation from the Settlement Fund, up to a total of \$5,000.00 per Settlement Class Member, upon submission of a Valid Claim and supporting documentation, for out-of-pocket expenses incurred as a result of the Data Incident:
- 2) **Pro Rata Cash Payment:** All Settlement Class Members may also make a claim for a Pro Rata cash payment, estimated at \$50, without the need to document losses incurred as a result of the Data Incident. The amount of the payment will be calculated by first deducting the costs for valid claims for Out-of-Pocket Losses, valid claims for Credit Monitoring, Notice and Administrative Expenses, attorneys’ fees and costs, and service award. The remaining amount will determine the actual dollar amount of the Pro Rata Cash Payment available for each Settlement Class Member.
- 3) **Credit Monitoring:** All Settlement Class Members may elect to receive two years of Credit Monitoring.

**Information Security Improvements:** Defendant will also implement certain reasonable steps to adequately secure its systems and environment.

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call **1-866-XXX-XXXX**

## I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Claim payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

## II. SETTLEMENT CLASS MEMBER 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.

\_\_\_\_\_  
**First Name**

\_\_\_\_\_  
**Last Name**

\_\_\_\_\_  
**Address 1**

\_\_\_\_\_  
**Address 2**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

**Email Address (Required if requesting Credit Monitoring):**

\_\_\_\_\_  
@ \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

## III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

- Check this box to certify that you are an individual who was mailed notice by Defendant that your personal information was impacted in the Data Incident.

Enter the Settlement Class Member ID number provided on your Postcard Notice:

**Settlement Class Member ID : 0 0 0 0 0** \_\_\_\_\_

#### IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Settlement Class Members may submit a claim for up to a total of \$5,000.00 of out-of-pocket expenses incurred that are fairly traceable to the Data Incident.

**You must submit documentation to obtain this reimbursement.**

- I have attached documentation showing that the claimed losses meet the above criteria for Out-of-Pocket Expense Reimbursement, including that the claimed losses are fairly traceable to the Data Incident. I have submitted reasonable documentation supporting my claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is “self-prepared.” “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Out-of-Pocket Expense	Amount of Out-of-Pocket Expense	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	08/17/24 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	

#### V. PRO RATA CASH PAYMENT

All Settlement Class Members may make a claim for a pro rata cash payment without the need to document losses incurred as a result of the Data Incident.

- Yes, I request a Pro Rata Cash Payment.

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**VI. CREDIT MONITORING**

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In addition to electing to receive monetary compensation, all Settlement Class Members may also elect to receive two years of Credit Monitoring.

Yes, I request Credit Monitoring.

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**VII. ATTESTATION & SIGNATURE**

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I swear and affirm under the laws of the United States 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

\_\_\_\_\_  
Print Name

**— EXHIBIT D —**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>CINDY MENCH</b> , on behalf of herself	)	
and all others similarly situated,	)	
	)	Civil Action No.: 2:25-cv-02973
Plaintiff,	)	Honorable Kelley Brisbon Hodge
	)	
v.	)	
	)	
<b>MCCORMICK &amp; PRIORE P.C.</b> ,	)	
	)	
Defendant.	)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff Cindy Mench’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. \_\_**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff and Defendant McCormick & Priore P.C., (“McCormick” or “Defendant”) (together with Plaintiff, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Counsel’s Declaration in Support of her Motion (the “Settlement Agreement”).<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement

provides for a Settlement Class defined as follows:

“The persons who are identified on the Settlement Class List, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Defendant in December 2024, including all those individuals who received notice of the Data Incident.”

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Specifically excluded from the Settlement Class are:

(1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also 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 Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf 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 Action.

2. **The Class Representatives and Class Counsel.** The Court finds that Plaintiff will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that Raina C. Borrelli of the law firm Strauss Borrelli PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly 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, arms' 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 Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2026, at [ADDRESS], where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (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 excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for Attorneys' Fee Award and Costs should be approved pursuant to

Fed. R. Civ. P. 23(h); and (f) the application of the Class Representative for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints [insert] as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits 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 Notice program and 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 exclude themselves 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 Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania 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.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of these proceedings, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

Within seven (7) days after the deadline to opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid request for exclusions.

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and with copies mailed or hand-delivered to Class Counsel and Defendant's counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney. To be timely, written notice of an objection in the appropriate form must be submitted to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline.

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, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Section 8 of the

Settlement Agreement be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. 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.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court's refuses to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court. In such event, (i) the Parties shall be restored to

their respective positions in the Action and shall jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement 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, and (iii) 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*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. 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 Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<b><u>Grant of Preliminary Approval</u></b>	
Settlement Administrator provides W-9 to Defendant	5 days after Preliminary Approval Order
Defendant provides list of Settlement Class Members to the Settlement Administrator	10 days after Preliminary Approval
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 30 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Deadline	No later than 30 days after Preliminary Approval.
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	7 days after Objection and Opt-Out Deadlines
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<b><u>Final Approval Hearing</u></b>	No earlier than 120 days after entry of the Preliminary Approval Order

**SO ORDERED.**

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

\_\_\_\_\_  
Honorable Kelley Brisbon Hodge

**— EXHIBIT E —**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>CINDY MENCH</b> , on behalf of herself	)	
and all others similarly situated,	)	
	)	Civil Action No.: 2:25-cv-02973
Plaintiff,	)	Honorable Kelley Brisbon Hodge
	)	
v.	)	
	)	
<b>MCCORMICK &amp; PRIORE P.C.</b> ,	)	
	)	
Defendant.	)	

**[PROPOSED] FINAL APPROVAL ORDER**

Before the Court is Before the Court is Plaintiff Cindy Mench’s (“Plaintiff”) Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fee Award and Costs to Class Counsel, and Service Award to Plaintiff (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Fairness 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 [REDACTED] [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (Doc. No. \_\_) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiff as the Class Representative and appointed Raina C. Borrelli of the law firm Stauss Borrelli PLLC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to

the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Fairness Hearing;

**WHEREAS**, on [REDACTED] [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, 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 Fairness Hearing;

**WHEREAS**, on [REDACTED] [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; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the Attorneys' Fee Award and Costs to Class Counsel, and the payment of a Service Award to the Class Representative;

**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 Federal Rule of Civil Procedure 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;

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 Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for Attorneys' Fee Award and Costs, and the application for a Service Award to the Class Representative, 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.
2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff 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. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Federal Rule of Civil Procedure 23(e)(2), grants final approval of the

Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

The persons who are identified on the Settlement Class List, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Defendant in December 2024, including all those individuals who received notice of the Data Incident.

Specifically excluded from the Settlement Class are:

(1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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 reflected in the Settlement Agreement.

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

a. Notice and Administrative Expenses as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by the Settlement Administrator and mutually agreed upon by Class Counsel and Defendant's Counsel;

b. Defendant to pay all Notice and Administrative Expenses 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 of Class Counsel and a Service Award to the Class Representative.

8. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) 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 class proposed in the Settlement Agreement.

9. 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 Fairness Hearing, Plaintiff's application for Attorneys' Fee Award and Costs and the Service Award payment to the Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

10. The Court finds that the Notice program, 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 object and to appear at the final approval hearing or to exclude themselves from the Settlement

Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law

11. The Court finds that Defendant has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

12. As of the Opt-Out deadline, [REDACTED] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in Exhibit A to this Final Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

13. [REDACTED] 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.

14. 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.

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

16. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

17. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

18. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

19. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Settlement Class Members release claims as follows:

any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, defenses, and remedies of every kind or description in law or in equity, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Pennsylvania consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of implied contract; breach of fiduciary duty; invasion of privacy; unjust enrichment; and failure to provide adequate notice pursuant to any breach notification statute or common law duty, as well as monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, or interest—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies and practices as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

20. As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiff, the

Settlement Class Members, Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiff, the Settlement Class Members, Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

21. The Court grants final approval to the appointment of Plaintiff as Class Representative. The Court concludes that the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

22. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representative in the amount of \$5,000 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

23. The Court grants final approval to the appointment of Raina C. Borrelli of the law firm Strauss Borrelli PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for Attorney's Fee Award and Costs in the amount of \$111,666.66. Payment shall be made pursuant to the terms of the Settlement Agreement.

25. This Final Order and Judgment 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's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, 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, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

26. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment 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 Order and Judgment and the terms and provisions of the Settlement Agreement 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, and 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 Litigation, 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 in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

27. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

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

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

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

**SO ORDERED.**

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

\_\_\_\_\_  
Honorable Kelley Brisbon Hodge