

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re CBIZ Data Breach Litigation

Case No.: 1:24-cv-01722-DCN

Judge Donald C. Nugent

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**”) is entered into by and between (i) Richard Giddings, Chanelle Zimmerman, and Tina Fasano (“**Plaintiffs**”), both individually and on behalf of the Settlement Class, and (ii) CBIZ Benefits & Insurance Services, Inc. (“**Defendant**” or “**CBIZ**”), in the case of *In re CBIZ Data Breach Litigation*, Case No. 1:24-cv-01722-DCN (N.D. Ohio) (“**Litigation**”). Plaintiffs and CBIZ are collectively referred to herein as the “**Parties**.” The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

I. FACTUAL BACKGROUND AND RECITALS

1. On January 8, 2025, Plaintiffs filed a Consolidated Amended Complaint against CBIZ related to a cyber security incident that CBIZ experienced in 2024 (the “**Data Incident**”). Plaintiffs allege that CBIZ failed to adequately secure its network, and that as a result, an unauthorized party was able to access CBIZ’s systems and acquire sensitive personal information belonging to Plaintiffs and other putative class members.

2. On February 24, 2025, CBIZ moved to dismiss the Consolidated Amended Complaint. On June 2, 2025, the Court granted in part and denied in part CBIZ’s motion to dismiss, sustaining, in part, Plaintiffs’ claim for negligence and dismissing Plaintiffs’ remaining claims. CBIZ answered the Consolidated Amended Complaint on July 9, 2025, denying liability and asserting numerous affirmative defenses.

3. Following the exchange of discovery, the Parties engaged in arm’s-length settlement negotiations, including a mediation before Michael Hawkins, an experienced neutral. As a result of those negotiations, the Parties reached a settlement in principle to resolve all claims arising from the Data Incident, including all claims Plaintiffs and Settlement Class Members have or may have had against CBIZ and related persons and entities, as set forth herein.

4. This Settlement Agreement resolves the claims of Plaintiffs and Settlement Class Members related to the disclosure of their Private Information in the Data Incident.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. CBIZ denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. CBIZ contends that it has maintained and continues to maintain reasonable and adequate information security practices. Despite CBIZ's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, CBIZ desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or its approval, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (e) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. The Parties now enter into this Settlement Agreement. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasers release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

10. **“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 and to any authorities as may be required under the Class Action Fairness Act (the **“CAFA Notice”**), locating Settlement Class Members, 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 includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

11. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

12. **“Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

13. **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the notice and the Claim Form.

14. **“Class”** or **“Settlement Class”** means all persons residing in the United States who were mailed a notice that their Private Information may have been compromised in the Data Incident first announced by CBIZ Benefits & Insurance Services, Inc. in August 2024. The Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) CBIZ’s officers and directors; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

15. **“Class Member”** or **“Settlement Class Member”** shall mean each member of the Settlement Class.

16. **“Class Counsel”** shall mean Jeffrey S. Goldenberg of Goldenberg Schneider, L.P.A.; Terence R. Coates of Markovits, Stock & DeMarco, LLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; Danielle L. Perry of Mason & Perry, LLP; and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

17. **“Counsel”** or **“Counsel for the Parties”** means both Class Counsel and CBIZ’s Counsel, collectively.

18. **“Court”** shall mean United States District Judge Donald C. Nugent of the Northern District of Ohio who is presiding over this Litigation.

19. **“Defendant”** or **“CBIZ”** means CBIZ Benefits & Insurance Services, Inc.

20. **“Defendant’s Counsel”** shall mean Frances Floriano Goins, Paul J. Cosgrove, and Nicholas B. Wille of UB Greensfelder LLP.

21. **“Effective Date”** shall mean the date when the Settlement Agreement becomes Final, as defined in ¶ 24.

22. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as Service Awards for the Class Representatives.

23. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of documented litigation expenses awarded by the Court to Class Counsel.

24. **“Final”** means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order (as that term is defined herein); (iii) the time to appeal or seek permission to appeal from the Final Approval Order has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; and (iv) no Party has exercised its option to terminate the Settlement Agreement pursuant to ¶ 85. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or Service Awards made in this case shall not affect whether the Final Approval Order is “Final” as defined herein or any other aspect of the Judgment.

25. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Awards to the Class Representatives.

26. **“Final Approval Order”** shall mean an order entered by the Court, substantially in the form as **Exhibit E**, that:

- (a) Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- (b) Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- (c) Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

- (d) Approves the Release provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- (e) Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- (f) Finds that there is no just reason for delay of entry of the Final Approval Order with respect to the foregoing.

27. **“Frequently Asked Questions”** or **“FAQs”** are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

28. **“Litigation”** shall mean the action captioned *In re CBIZ Data Breach Litigation*, Case No. 1:24-cv-01722-DCN (N.D. Ohio).

29. **“Long Form Notice”** is the content of the notice substantially in the form as **Exhibit C**, the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

30. **“Notice Deadline”** means the last day by which notice may be issued to the Settlement Class Members, which shall be thirty (30) days after entry of the Preliminary Approval Order.

31. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be filed with the Court, which shall be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

32. **“Opt-Out Deadline”** or **“Exclusion Deadline”** is the last day on which a Settlement Class Member may file a written request to be excluded from the Settlement Class, which will be ninety (90) days after Preliminary Approval (which is also 60 days after the Notice Deadline), or such other date as ordered by the Court.

33. **“Out-of-Pocket Losses”** means out-of-pocket costs or expenses that a Settlement Class Member actually incurred that are supported by Reasonable Documentation. “Out-of-Pocket Losses” include things such as the purchase of identity protection services, credit monitoring services, or ID theft insurance more extensive than the services and benefits offered by CBIZ, are fairly traceable to the Data Incident, and such expenses have not already been reimbursed by a third party.

34. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

35. **“Parties”** shall mean Plaintiffs and CBIZ, collectively.

36. **“Plaintiffs”** or **“Class Representatives”** shall mean the named class representatives, Richard Giddings, Chanelle Zimmerman, and Tina Fasano.

37. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of **Exhibit D**.

38. **“Private Information”** means personally identifiable information that CBIZ identified in its notices to the Class as having been potentially compromised in the Data Incident.

39. **“Released Claims”** shall have the meaning set forth in Section VIII of this Settlement Agreement.

40. **“Released Parties”** shall have the meaning set forth in Section VIII of this Settlement Agreement.

41. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns, and anyone claiming by, through, or on behalf of them.

42. **“Remainder Funds”** means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund as set forth herein and all settlement payments to Class Members. Often in class action settlements, some number of class members submitting valid claims are then issued a settlement check that they fail to cash and/or deposit. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipients of the *cy pres* distribution.

43. **“Reminder Notices”** mean one or more notices reminding Class Members to submit a claim, which may be mailed to Class Members within sixty (60) days after the Notice Deadline to the extent Class Counsel believes that such Reminder Notices are appropriate.

44. **“Service Awards”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Awards requested in this matter will be \$5,000 each to the Plaintiffs, subject to Court approval.

45. **“Settlement Administrator”** means, subject to Court approval, Simpluris, an entity jointly selected and supervised by Class Counsel and CBIZ to administer the settlement.

46. **“Settlement Class List”** means a list containing each Settlement Class Member’s full name, and current or last known address, and email addresses if available, which CBIZ or

CBIZ's agent shall provide on a confidential basis to the Settlement Administrator within fourteen (14) days of the entry of the Preliminary Approval Order.

47. **"Settlement Fund"** means a non-reversionary common fund, paid by or on behalf of CBIZ, in the amount of four hundred eighty-five thousand dollars (\$485,000.00), including any interest accrued thereon after payment, this being the full and complete limit and extent of CBIZ's obligations with respect to the Settlement.

48. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

49. **"Settlement Website"** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of the Claim Form, Long Form Notice, Short Form Notice, this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, www.SETTLEMENTWEBSITE.com — URL TBD, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the operative complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the Notice Plan to Class Members. The Settlement Website will remain active until all payments have gone stale and the deadline to request the reissuance of a payment has passed.

50. **"Short Form Notice"** is the postcard notice that will be mailed to the Settlement Class Members, which shall be in a form substantially similar to **Exhibit B** attached hereto.

51. **"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 CBIZ 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.

52. **"Valid Claim"** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

III. SETTLEMENT FUND

53. **Establishment of Settlement Fund.** CBIZ agrees to make, or cause to be made, a payment of, and deposit that payment into, the Settlement Fund as follows: (a) within twenty-five (25) days of the Court granting preliminary approval of this Settlement Agreement, CBIZ shall pay (or cause to be paid) all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund); (b) within twenty-one (21) days after the Effective Date, CBIZ shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund; and, (c) within twenty-eight (28) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel any attorneys' fees, costs, expenses, and Service Awards. The Settlement Administrator shall use this balance to pay for Administrative Expenses. The Settlement Administrator will provide a W-9 and voided check or official bank letter with ACH payment information at least seven (7) days before any required payment by CBIZ. For the avoidance of doubt, for purposes of this Settlement Agreement CBIZ's liability shall not exceed \$485,000.00.

54. **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.

55. **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 this Agreement.

56. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following (in this order): (1) Administrative Expenses, including the CAFA Notice; (2) Fee Award and Expenses as awarded by the Court; (3) Service Awards approved by the Court; (4) valid claims for Out-of-

Pocket Losses and *Pro Rata* Cash Payments; and (5) any *cy pres* award of Remainder Funds (to the extent any exist following the preceding payments). No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither CBIZ nor CBIZ's agents shall have any responsibility whatsoever with respect to effectuating such payments.

57. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, 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 and their Counsel 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, and have no responsibility, 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 Participating Settlement Class Member shall be solely responsible for any federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

58. **Benefits and Distribution Plan:** All Class Members shall have the opportunity to submit a Claim Form for certain benefits. The claimed benefits, as described below, shall include: (a) Out-of-Pocket Losses and (b) *Pro Rata* Cash Payments. Any Valid Claim may be combined with any other Valid Claim. The amount of claimed benefits received will be calculated in the following order: (1) Out-of-Pocket Losses and (2) *Pro Rata* Cash Payment.

59. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) any Fee Award and Expenses, (iii) any Service Awards, and (iv) taxes, if any. The remaining amount is the "**Net Settlement Fund.**"

60. The Settlement Administrator will first apply the Net Settlement Fund to pay Valid Claims for Out-of-Pocket Losses. The amount of the Net Settlement Fund remaining after all Out-of-Pocket Losses are applied shall be referred to as the "**Post DL Net Settlement Fund.**"

61. The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all *Pro Rata* Cash Payments pursuant to this Section. The amount of each *Pro Rata* Cash Payment shall be calculated by dividing the Post DL Net Settlement Fund by the number of Valid Claims submitted for *Pro Rata* Cash Payments.

62. In the unlikely event that the aggregate amount of all Valid Claims for Out-of-Pocket Losses exceeds 50% of the total amount of the Net Settlement Fund, then the value of the

Out-of-Pocket Losses to be paid to each Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Valid Claims for Out-of-Pocket Losses does not exceed 50% of the Net Settlement Fund. All such determinations shall be performed by the Settlement Administrator in consultation with counsel for the Parties.

63. **Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with out-of-pocket losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

64. **Pro Rata Cash Payment.** All Settlement Class Members may file a claim for a *pro rata* cash payment estimated to be approximately \$100, assuming that 10% of the roughly 19,990-person Settlement Class submits Valid Claims. This benefit may be stacked with any claim for Out-of-Pocket Losses. However, the amount of this claim shall be *pro rata* increased or decreased based on the money remaining in the Settlement Fund after the payment of any Fee Award and Expenses, Service Awards, Administrative Expenses, and claims for Out-of-Pocket Losses. If the Valid Claims rate is closer to 5% of the roughly 19,990-person Settlement Class, it is projected that the *pro rata* cash payment amount will be roughly \$200.

65. **Business Practices Changes & Confirmatory Discovery.** CBIZ represents that, since the Data Incident, it has remediated the vulnerability associated with the Data Incident and implemented measures to further enhance the security of its data systems.

66. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the

resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

67. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.

68. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

69. **Administrative Expenses:** The Settlement Fund amount provided by CBIZ, or on behalf of CBIZ, will pay the entirety of the Administrative Expenses, including the cost of notice and the CAFA Notice. Class Counsel solicited competitive bids for the settlement administration fees and postcard notice, all in order to contain the notice and Administrative Expenses while still providing effective notice to the Class. Administrative Expenses shall be paid through the Settlement Fund and are limited to the amount of the Settlement Fund.

70. The Settlement Fund represents the total extent of CBIZ's monetary obligations under the Settlement Agreement. CBIZ's contribution to the Settlement Fund shall be fixed under this Section and shall be final. CBIZ 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, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

71. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties and approved by the Court.

72. After the Court enters a Final Approval Order, the Settlement Administrator shall provide the approved relief to all Settlement Class Members who made a valid claim within thirty (30) days of the Effective Date, subject to the procedure set forth herein.

73. The Parties, Class Counsel, and CBIZ's Counsel 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.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

74. **Notice.** Within fourteen (14) days of the Preliminary Approval Order, CBIZ shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days of Preliminary Approval, the Settlement Administrator shall disseminate notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members. The process to issue notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the "**Notice Plan**."

75. **Reminder Notice.** Within sixty (60) days of the Notice Deadline, the Settlement Administrator may, with approval of Class Counsel, mail and / or email one or more Reminder Notices to all Class Members for whom the Settlement Administrator has a valid mailing address and / or email address.

76. **Final Approval Hearing.** 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.

77. **Opt-Outs.** The notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The 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 in 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.

78. **Objections.** The notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Court no later than the Objection Deadline. A 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 of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; (vii) a statement confirming whether any portion of the objection was written with the help of artificial intelligence; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

79. Within seven (7) days of the Opt-Out and Objection deadline, the Settlement Administrator shall provide Counsel with a list of any Opt-Outs and Objections.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL AND JURISDICTION

80. **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 both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

81. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties.

82. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order 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.

83. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, interpretation, 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 Plan 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.

VII. MODIFICATION AND TERMINATION

84. **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.

85. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith toward considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days' written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

VIII. RELEASES

86. **Released Parties.** Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge CBIZ and CBIZ's past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, directors, officers, employees, principals, shareholders, agents, attorneys, insurers, and reinsurers, including, without limitation, any person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the occurrence of the Data Incident or who pleads *nolo contendere* to any such charge, and including any entity with which CBIZ contracted that, on behalf of CBIZ, held data involved in the Data Incident that is, was or could have been named as a defendant in the Litigation ("**Released Parties**").

87. **Released Claims.** Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge any and all past, present, and future claims and causes of action related to the Data Incident, 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 as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all

claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Parties based on, relating to, concerning or arising out of the alleged Data Incident as alleged in the Consolidated Class Action Complaint ("**Released Claims**"). Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of any person who has timely excluded themselves from the Class. Released Claims include a waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

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

89. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

90. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against CBIZ 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. The Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. SERVICE AWARDS

91. **Service Awards.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Awards for the Class Representatives in recognition for their contributions to this Litigation not to exceed \$5,000.00 each. CBIZ takes no position on Service Awards of this amount. The Settlement Administrator shall pay any Court-approved Service Awards to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than twenty-eight (28) days after the Effective Date.

92. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the 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.

X. ATTORNEYS' FEES, COSTS, EXPENSES

93. **Fee Award and Expenses.** Within forty-six (46) days after the Notice Deadline, Class Counsel will file a Fee Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (roughly 33.33%) of the Settlement Fund for fees, or \$161,666.67 plus any accrued interest, and documented litigation expenses (exclusive of Administrative Expenses) not to exceed \$20,000.00. CBIZ takes no position on a Fee Award and Expenses of this amount. Before the disbursement or payment of the Fee Award and Expenses under this Agreement to the IOLTA trust account of Markovits, Stock & DeMarco, LLC ("MSD"), MSD shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than twenty-eight (28) days after the Effective Date.

94. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Fee Award 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 Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XI. NO ADMISSION OF LIABILITY

95. **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.

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

XII. MISCELLANEOUS

97. **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.

98. **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 and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of notice to the Settlement Class.

99. **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.

100. **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.

101. **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.

102. **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 in good faith prior to seeking Court intervention.

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

104. **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 through e-mail of an Adobe PDF shall be deemed an original.

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

Terence R. Coates
**MARKOVITS, STOCK
& DEMARCO, LLC**
119 East Court Street, Suite 530
Cincinnati, OH 45202
Phone: (513) 651-3700
tcoates@msdlegal.com

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

Frances Floriano Goins
Nicholas B. Wille
UB GREENSFELDER LLP
1660 West 2nd Street, Suite 1100
Cleveland, OH 44113-1448
Phone: (216) 583-7000
fgoins@ubglaw.com
nwille@ubglaw.com

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

106. **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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

SO AGREED by the Parties:

By: Frances Floriano Goins

Frances Floriano Goins
UB Greensfelder LLP
Counsel for Defendant

Date: 8/25/26

By: _____

Jason Marsico, Associate General Counsel
CBIZ Benefits & Insurance Services, Inc.

Date: _____

By: _____

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs

Date: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
Counsel for Plaintiffs

Date: _____

By: _____

Plaintiff Richard Giddings

Date: _____

By: _____

Plaintiff Chanelle Zimmerman

Date: _____

By: _____

Plaintiff Tina Fasano

Date: _____

SO AGREED by the Parties:

By: _____

Frances Floriano Goins
UB Greensfelder LLP
Counsel for Defendant

Date: _____

By: 
Jason G. Marsico, Associate General Counsel
CBIZ Benefits & Insurance Services, Inc.

Date: Aug. 25, 2026

By: _____

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs

Date: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
Counsel for Plaintiffs

Date: _____

By: _____

Plaintiff Richard Giddings

Date: _____

By: _____

Plaintiff Chanelle Zimmerman

Date: _____

By: _____

Plaintiff Tina Fasano

Date: _____

SO AGREED by the Parties:

By: _____
Frances Floriano Goins
UB Greensfelder LLP
Counsel for Defendant

Date: _____

By: _____
AUTHORIZED REPRESENTATIVE
CBIZ Benefits & Insurance Services, Inc.

Date: _____

By: Terence R. Coates
Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs

Date: 8/25/2026

By: Jeffrey S. Goldenberg
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
Counsel for Plaintiffs

Date: August 25, 2026

By: _____
Plaintiff Richard Giddings

Date: _____

By: Chanelle R. Zimmerman
Chanelle R. Zimmerman (Jul 31, 2026 15:58:55 EDT)
Plaintiff Chanelle Zimmerman

Date: 07/31/26

By: _____
Plaintiff Tina Fasano

Date: _____

By: _____

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs

Date: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
Counsel for Plaintiffs

Date: _____

By: Richard Giddings
Richard Giddings (Aug 25, 2026 18:19:42 CDT)

Plaintiff Richard Giddings

Date: 08/25/2026

By: _____

Plaintiff Chanelle Zimmerman

Date: _____

By: _____

Plaintiff Tina Fasano

Date: _____

SO AGREED by the Parties:

By: _____

Frances Floriano Goins
UB Greensfelder LLP
Counsel for Defendant

Date: _____

By: _____

AUTHORIZED REPRESENTATIVE
CBIZ Benefits & Insurance Services, Inc.

Date: _____

By: _____

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs

Date: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
Counsel for Plaintiffs

Date: _____

By: _____

Plaintiff Richard Giddings

Date: _____

By: _____

Plaintiff Chanelle Zimmerman

Date: _____

By: *Tina Fasano*
Tina Fasano (Jul 31, 2026 15:56:11 EDT)

Plaintiff Tina Fasano

Date: Jul 31, 2026

SETTLEMENT TIMELINE

From Date of ORDER GRANTING Preliminary Approval	
CBIZ provides Class List to the Settlement Administrator	+14 days
CBIZ Pays Initial Administrative Expenses (Costs of Notice)	+25 days
Notice Deadline	+30 days
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Opt-Out & Objection Deadline	+90 days
Settlement Admin Provides List of Objections/Exclusions	+97 days
Claims Deadline	+120 days
Final Approval Hearing	+135 days (at least)
Motion for Final Approval	-14 days before Final Approval Hearing Date
From DATE OF Order Granting Final Approval	
Effective Date	+30 days (assuming no appeal)
CBIZ Pays Balance of Settlement Fund	+51 days (assuming no appeal)
Payment of Fee Award and Expenses	+51 days (assuming no appeal)
Payment of Service Awards	+51 days (assuming no appeal)
Payment of Valid Claims	+60 days (assuming no appeal)