

NO. 2025CI06321

DAMON QUINN and SCOTT MORAN, on	§	
behalf of themselves and on behalf of all other	§	
similarly situated individuals,	§	
	§	DISTRICT COURT OF TEXAS
Plaintiff,	§	37TH JUDICIAL DISTRICT
	§	BEXAR COUNTY
v.	§	
	§	
B.D. HOLT CO. and affiliated entities, d/b/a	§	
HOLT GROUP,	§	
	§	
Defendant.	§	

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

- 1. Defendant is a collection of companies spanning various industries, including heavy machinery, construction, consulting services, training, and technology.
- 2. In the ordinary course of business, Defendant collects and stores highly sensitive Private Information belonging to its current and former employees.
- 3. On or about December 27, 2024, Defendant identified unusual network activity including the encryption of certain systems. Upon investigation, it was discovered that an unauthorized actor obtained access to Defendant’s network from December 26, 2024, through December 27, 2024, which may have resulted in unauthorized access to certain files on Defendant’s systems that contained Plaintiffs’ and Settlement Class members’ Private Information.

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

Specifically, the threat actor used social engineering to gain entry into Defendant's network and then conducted reconnaissance, escalated privileges, moved laterally, and exfiltrated data before executing ransomware. As a result, approximately 17,624 individuals had their Private Information leaked on the dark web.

4. Defendant began sending notification letters to those individuals in or around March 2025.

5. Shortly thereafter, Plaintiffs filed separate putative class action lawsuits in Texas state and federal courts.

6. After informal conversations with defense counsel concerning the proper venue, Plaintiffs self-organized in the 37th Judicial District Court of Bexar County, Texas.

7. Plaintiffs filed an Amended Petition on June 27, 2025, asserting claims for negligence/negligence per se, breach of implied contract, unjust enrichment, and declaratory and injunctive relief.

8. Thereafter, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing a potential settlement and scheduled mediation with experienced mediator, Judge John Leo Wagner (ret.) of Judicate West.

9. In advance of mediation, Plaintiffs consulted with liability and damage experts and Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

10. The Parties participated in mediation on November 12, 2025. After arms-length negotiations between experienced counsel, the Parties reach agreement on the materials terms of

this classwide Settlement.

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

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

II. Definitions

12. “**Action**” means the class action lawsuit entitled: *Damon Quinn and Scott Moran v. B.D. Holt Co.*, No. 2025CI06321, pending in the District Court of Bexar County, Texas, 37th

Judicial District.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between Plaintiff Damon Quinn and Defendant.

14. “**Application for Attorneys’ Fees, Costs, and Service Award**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and reimbursement for costs not to exceed \$250,000, and for Service Award for the Class Representative, not to exceed \$5,000.00.

15. “**Cash Payments**” means Cash Payment A – Documented Losses, Cash Payment B – Lost Time, or Cash Payment C – Alternate Cash that Settlement Class Members may elect to claim under the Settlement.

16. “**Cash Payment A – Documented Losses**” means the up to \$5,000.00 in cash compensation that Settlement Class Members with documented losses may elect to claim under the Settlement.

17. “**Cash Payment B – Lost Time**” means the cash compensation Settlement Class Members may elect to claim under the Settlement for reimbursement of time spent responding to the Data Incident, up to 4 hours at \$20.00 per hour.

18. “**Cash Payment C – Alternate Cash**” means the \$50.00 in cash that Settlement Class Members may elect to claim under the Settlement.

19. “**Claim**” means the submission of a Claim Form by a Claimant.

20. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of

the Settlement Administrator.

22. “**Claim Form Deadline**” shall be not more than 90 days from the date that Notice is mailed to the Settlement Class and shall be 15 days before the initial scheduled Final Approval Hearing.

23. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

24. “**Class Counsel**” means William B. Federman of Federman & Sherwood and Jeff Ostrow of Kopelowitz Ostrow P.A.

25. “**Class List**” means the list of the names and current or last known mailing addresses information, to the extent reasonably available, for the approximately 17,624 Settlement Class Members.

26. “**Class Representative**” means Plaintiff Damon Quinn.

27. “**Complaint**” means the Class Action Complaint filed in this Action.

28. “**Court**” means the District Court of Bexar County, Texas, 37th Judicial District, and the Judge(s) assigned to the Action.

29. “**Credit Monitoring**” means the two years of three bureau credit monitoring services that Settlement Class Members may elect as part of the Settlement Benefits.

30. “**Data Incident**” means the unauthorized access to Defendant’s network or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that took place between December 26, 2024 and December 27, 2024.

31. “**Defendant**” means B.D. Holt Co. d/b/a Holt Group, the defendant in the Action.

32. “**Defendant’s Counsel**” means Marcus McCutcheon and Cornelia Brandfield-Harvey of Baker & Hostetler LLP.

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

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

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

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

38. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

40. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, the Settlement Website, and toll-free Settlement telephone number.

42. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

43. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

44. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

45. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

46. “**Plaintiffs**” means Damon Quinn and Scott Moran, the plaintiffs in this Action.

47. “**Postcard Notice**” means the postcard form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed to those Settlement Class Members for whom physical addresses are maintained by Defendant.

42. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as *Exhibit 4*.

44. “**Private Information**” means some combination of Settlement Class Members’ names, Social Security numbers, driver’s license numbers, , and financial account information.

45. **“Related Entities”** means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in this Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

46. **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

47. **“Released Claims”** collectively means any and all past, present, and future claims and causes of action arising in any way from or relating in any way to the Data Incident, activities stemming from the Data Incident, or the Action (other than claims to enforce this Agreement), 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, violations of all state statutory claims, 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, negligence, or innocent), unjust enrichment, bailment, wantonness, 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, 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 Settlement Class Member against any of the Released Parties, including Unknown Claims, released by this Settlement Agreement, as set forth in Paragraph _____. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, 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 Settlement Class members who have timely excluded themselves from the Settlement Class.

48. **“Released Parties”** means the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers and reinsurers.

49. **“Releasing Parties”** means Plaintiff Damon Quinn and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, and any other representatives of any of these persons or entities.

50. **“Service Award”** means the payment the Court may award Plaintiff Damon Quinn for serving as a Class Representative, not to exceed \$5,000.00, which is in addition to any Settlement Class Member Benefit due to him as Settlement Class Members. The Service Award shall be paid by Defendant separate from the Settlement Class Member Benefits.

51. **“Settlement Administrator”** means Simpluris, Inc, the third-party notice and claims administrator jointly selected by the Parties.

52. **“Settlement Administration Costs”** means the reasonable costs and fees of the

Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

53. **“Settlement Benefits”** means the benefits that Settlement Class Members may file Claims for under this Settlement Agreement: (1) Cash Payment A – Documented Losses; (2) Cash Payment B – Lost Time; (3) Cash Payment C – Alternate Cash, and (3) Credit Monitoring.

54. **“Settlement Class”** means all individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident. Excluded from the Settlement Class are (a) Defendant and Defendant’s affiliates, parents, subsidiaries, directors, agents, and officers; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

55. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of or excluded themselves from the Settlement.

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

57. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator.

III. Certification of the Settlement Class

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

IV. Settlement Terms

59. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments to and Credit Monitoring for Settlement Class Members; and (c) any Court-awarded attorneys' fees, costs, and Service Award. The Settlement shall be administered on a wholly claims-made basis. Settlement Class Members may submit a Claim Form to receive Settlement Benefits. The Settlement Administrator will only issue Settlement Benefits under the Settlement Agreement. The Settlement Class Members must timely submit a Claim by the Claim Form Deadline. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond

to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim. Any Settlement Class Member who fails to submit a Valid Claim Form will not receive any Settlement Benefits and shall be bound by the Settlement Agreement, including the Releases described herein.

60. **Cash Payments** – Settlement Class Members may submit a Claim for the following Cash Payments:

a. **Cash Payment A – Documented Losses**

Settlement Class Members are eligible to submit a Claim for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If a Settlement Class

Member does not submit reasonable documentation supporting a loss, or if their Claim is denied by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim, the Claim will be denied and the Settlement Class Member's Claim will be as if he or she elected Cash Payment C.

b. Cash Payment B – Lost Time

Settlement Class Members are eligible to submit a Claim for reimbursement of time spent responding to the Data Incident, up to 4 hours at \$20.00 per hour. Settlement Class Member will be required to attest that the time spent was in response to the Data Incident.

c. Cash Payment C - Alternate Cash

In lieu of submitting a Claim for Cash Payment A and Cash Payment B, Settlement Class Members may elect to claim Cash Payment C – Alternate Cash, which is a \$50.00 cash payment. There is no documentation required to claim this benefit.

61. ***Credit Monitoring*** – in addition to a Cash Payment, all Settlement Class Members may elect to receive two years of three-bureau credit monitoring services with at least \$1 million in fraud protection.

62. ***Remedial Measures / Security Enhancements*** – Prior to Plaintiffs filing their Motion for Final Approval, including their Application for Attorneys' Fees, Costs, and Service Award, Defendant will provide to Class Counsel a confidential description of the remedial measures and security enhancements implemented since the Data Incident to include the monetary value of such remedial measures and security enhancements to the extent such measures and enhancements can be quantified. The Parties agree those specific measures and enhancements will not be disclosed in any public filing. However, the Parties agree that Plaintiffs may present to the Court the monetary value of such remedial measures and security enhancements and use such

information in calculating the total value of the settlement.

63. ***Settlement Administration Costs*** - Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

V. Settlement Approval

64. Within five days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and William B. Federman as Class Counsel; (7) appoint Plaintiff Damon Quinn as the Class Representative; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

65. Defendant has selected, and Plaintiffs agree, that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Defendant shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Texas Constitution.

66. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

67. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments, and ensuring Credit Monitoring codes are distributed, to Settlement Class Members;

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

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

d. Establishing and maintaining an automated 24/7 toll-free telephone help line that includes the ability for a caller to leave a message to receive a return call from live agents who can answer questions from Settlement Class members, including assisting them in filing claims, in determining their Settlement Class Member ID, and in determining whether they are Settlement Class members;

e. Responding to any mailed Settlement Class Member inquiries;

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

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency

sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

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

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

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

l. Ensuring that Credit Monitoring codes are emailed to Settlement Class Members who submit Valid Claims; and

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

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

68. Defendant will make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order.

69. Within 30 days following entry of the Preliminary Approval Order, the Settlement

Administrator shall commence the Notice Program. Notice shall be made via U.S. Mail. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off including a QR code Claim Form.

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

71. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

73. The Long Form Notice also shall include a procedure for Settlement Class

Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out by the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

74. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection by the Opt-Out Deadline as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every

requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

75. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
 - f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

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

VIII. Claim Form Process and Disbursement of Cash Payments

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

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

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

79. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form

that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

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

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

later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

85. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 10 days of the invoice.

86. No later than 60 days of the Effective date, the Settlement Administrator shall: (a) distribute Cash Payments; and (b) ensure Credit Monitoring activation codes are emailed to Settlement Class Members.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 120 days of issuance. In the event of any

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

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

IX. Final Approval Order and Final Judgment

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

90. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Award, Attorneys' Fees and Costs, and Settlement Administration Costs

91. ***Service Award*** - Class Counsel, on behalf of the Class Representative, may seek a Service Award of up to \$5,000.00, subject to Court approval. The Service Award shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Award by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date, with receipt of W9 and payment instructions.

92. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of \$250,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member

Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within 30 days of the Effective Date and upon necessary W9 and payment instructions.

93. ***Settlement Administration Costs*** – Defendant shall pay or cause to be paid to the Settlement Administrator costs by check or wire transfer to an account designated by Settlement Administrator within 30 days of the Effective Date and upon necessary W9 and payment instructions.

94. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement.

XI. Releases

95. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and

by operation of the Judgement shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), 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.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

96. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement

Class Member Benefit, under the Settlement.

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

99. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

100. Defendant shall have the option to terminate the Agreement if 100 or more Settlement Class members opt out of the Settlement.

101. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

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

XIII. Effect of Termination

102. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be

certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

107. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in

the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XV. Miscellaneous Provisions

109. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

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

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

113. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred to resolve the dispute.

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

115. ***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.

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

117. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

118. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

William B. Federman
Federman & Sherwood
4131 N. Central Expressway
Dallas, TX 75204
wbf@federmanlaw.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301

ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

Marcus McCutcheon
Baker & Hostetler LLP
600 Anton Boulevard, Suite 900
Costa Mesa, CA 92626
mmccutcheon@bakerlaw.com

Cornelia Brandfield-Harvey
Baker & Hostetler LLP
999 Third Avenue, Suite 3900
Seattle, WA 98104-4076
cbrandfieldharvey@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

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

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

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

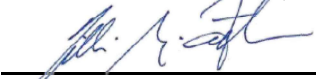
123. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this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

124. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

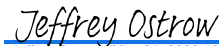
125. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases,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

the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

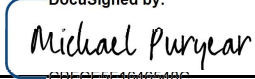


WILLIAM B. FEDERMAN
FEDERMAN & SHERWOOD



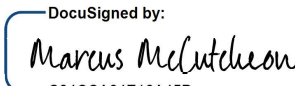
Jeffrey Ostrow (May 21, 2026 16:38:09 EDT)
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

B.D. HOLT CO. d/b/a HOLT GROUP

DocuSigned by:


CDF-GL-101405400...
By: Michael Puryear
Its Secretary

COUNSEL FOR B.D. HOLT CO. d/b/a HOLT GROUP

DocuSigned by:


C84CCA64E16A46D...
MARCUS MCCUTCHEON
BAKER & HOSTETLER LLP

CORNELIA BRANDFIELD-HARVEY
BAKER & HOSTETLER LLP

Exhibit 1

Holt Group Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Quinn v. B.D. Holt Co.
Case No. 2025CI06321
37th Judicial Dist. Bexar County, Texas

**IF YOUR PRIVATE INFORMATION WAS
IMPACTED IN THE DECEMBER 2024 DATA
INCIDENT EXPERIENCED BY HOLT GROUP,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO SETTLEMENT BENEFITS.**

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

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](#)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with B.D. Holt Co. d/b/a Holt Group ("Defendant") in a class action lawsuit ("Settlement"). The case is about the December 2024 criminal third-party cyberattack on Defendant's network ("Data Incident"). Files containing Private Information may have been accessed. Defendant denies all wrongdoing or liability, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement?

The Court has defined the Settlement Class as: "All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

What are the Settlement Benefits?

You may submit a claim for the following Settlement Benefits: (1) two years of three bureau **credit monitoring** and one or more of the **Cash Payment** options.

If you have documented losses you can get back up to **\$5,000** for Out-of-Pocket Losses, but no more than proven. If you spent time related to this incident, you can get back \$20/hour for up to four hours (up to **\$80**).

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Instead of any other cash payments, you can get a one-time \$50 payment. Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

File your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Holt Group or the Released Parties for the Released Claims. If you exclude yourself, you cannot make a claim for Settlement Benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to opt-out of or object to the Settlement.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]** or by **telephonic or other remote means**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and \$5,000 as a service award for the Class RepresentativePlaintiff. You may attend the hearing at your own cost, but you do not have to.

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Quinn v. B.D. Holt Co.

Case No. 2025CI06321

37th Judicial District Court for Bexar County, Texas

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE
DECEMBER 2024 DATA INCIDENT EXPERIENCED BY HOLT GROUP,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO SETTLEMENT BENEFITS.**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with B.D. Holt Co. d/b/a Holt Group (“Defendant”) in a class action lawsuit. This case is about the targeted criminal third-party cyberattack to Holt Group's network that occurred in December 2024 (“Data Incident”). Certain files that contained Private Information may have been accessed. These files may have contained personal information including some combination of names; Social Security numbers; driver’s license numbers;; and financial account information.
- The lawsuit is called *Damon Quinn and Scott Moran v. B.D. Holt Co.*, Case No. 2025CI06321. It is pending in the 37th Judicial District Court for Bexar County, Texas (“Action”).
- Defendant denies that it did anything wrong and denies all allegations, claims, and wrongdoing and liability, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- You are a Settlement Class Member if you received notice of the Data Incident, including notice of this Settlement.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive Settlement Benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	<u> </u> , 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Settlement Benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement or Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive Settlement Benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Related Parties related to the Released Claims	No Deadline

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The District Court for Bexar County, Texas, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what Settlement Benefits are available, and who can receive them.

The lawsuit is called *Damon Quinn and Scott Moran v. B.D. Holt Co.*, Case No. 2025CI06321. It is pending in the 37th Judicial District Court for Bexar County, Texas. The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, B.D. Holt Co. d/b/a Holt Group, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted criminal third-party cyberattack on Holt Group’s network, certain files that contained Private Information may have been accessed. These files may have contained personal information including some combination of names; Social Security numbers; driver’s license numbers; and financial account information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs”. Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representative is Damon Quinn. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive Settlement Benefits from the Settlement. The Class Representative and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) Defendant and Defendant’s affiliates, parents, subsidiaries, directors, officers, and agents; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (d) anyone who submits a timely and valid Opt-Out; and (e) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Holt Group Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

You may submit a Claim for the following Settlement Benefits:

CREDIT MONITORING. All Settlement Class Members are eligible to submit a claim for two years of three-bureau Credit Monitoring Services. This comprehensive service comes with \$1 million in fraud protection.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can seek reimbursement for up to **\$5,000.00**. The losses must have occurred between December 26, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Cash Payment B – Time Spent. Settlement Class Members who spent time responding to the Data Incident, may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Cash Payment C – Alternate Cash. Instead of *Cash Payment A* or *Cash Payment B*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Holt Group Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Defendant or the Released Parties related to the Released Claims. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

9. How do I submit a claim for Settlement Benefits?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Holt Group Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement Benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys William B. Federman of Federman & Sherwood and Jeff Ostrow of Kopelowitz Ostrow P.A. to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve up to \$250,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Defendant.

Class Counsel will also ask for a Service Award payment of \$5,000.00 for the Class Representative. The Service Award will be paid by Defendant.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a request for exclusion or “opting-out”.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Benefits if you opt-out. However, you will keep any rights you may have to sue Holt Group on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Action: *Damon Quinn and Scott Moran v. B.D. Holt Co.*, Case No. 2025CI06321, pending in the 37th Judicial District Court for Bexar County, Texas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or “Opt-Out” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Holt Group Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Damon Quinn and Scott Moran v. B.D. Holt Co.*, Case No. 2025CI06321, pending in the 37th Judicial District Court for Bexar County, Texas;
- (2) your full name, mailing address, telephone number, and email address (if any);

- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (4) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- (6) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (10) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court 101 W Nueva St., Ste. 217 San Antonio, TX 78205	Holt Group Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
William B. Federman Federman & Sherwood 4131 N. Central Expressway Dallas, TX 75204 Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301	Marcus McCutcheon Baker & Hostetler LLP 600 Anton Boulevard, Suite 900 Costa Mesa, CA 92626 Cornelia Brandfield-Harvey Baker & Hostetler LLP 999 Third Avenue, Suite 3900 Seattle, WA 98104

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval hearing on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the District Court for Bexar County, Texas, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representative. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive any Settlement Benefits from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**

- By mail: Holt Group Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

Exhibit 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Quinn v. B.D. Holt Co.

Case No. 2025CI06321

37th Judicial District Court for Bexar County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Settlement Class this way: “All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident.”

Excluded from the Settlement Class are: (a) Defendant and Defendant’s affiliates, parents, subsidiaries, directors, officers, and agents; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (d) anyone who submits a timely and valid Opt-Out; and (e) anyone who perpetrated the Data Incident

**COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH
TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

SETTLEMENT BENEFITS

You may submit a Claim for the following Settlement Benefits:

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of three bureau credit monitoring. This comprehensive service comes with \$1 million in fraud protection.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment A – Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can seek reimbursement for up to **\$5,000.00**. The losses must have occurred between December 26, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.SettlementWebsite.com



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

[Claims Deadline]

Quinn v. B.D. Holt Co.

Case No. 2025CI06321

37th Judicial District Court for Bexar County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

[Claims Deadline]

Cash Payment B – Lost Time. Settlement Class Members who spent time responding to the Data Incident, may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Cash Payment C – Alternate Cash. Instead of *Cash Payment A* or *Cash Payment B*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Holt Group Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Quinn v. B.D. Holt Co.
Case No. 2025CI06321
37th Judicial District Court for Bexar County, Texas

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name	Last Name
Street Address	
City	State
Email Address	Zip Code
Phone Number	Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in two years of three bureau credit monitoring services.

III. CASH PAYMENT A – DOCUMENTED OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket losses due to identity theft or fraud. You can get back up to \$5,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION V.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.



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

[Claims Deadline]

Quinn v. B.D. Holt Co.

Case No. 2025CI06321

37th Judicial District Court for Bexar County, Texas

DATA INCIDENT SETTLEMENT CLAIM FORM

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

[Claims Deadline]

IV. CASH PAYMENT B – LOST TIME

If you spent time related to the Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)
☐ 4 hours (\$80.00)

Explanation:

V. CASH PAYMENT C – ALTERNATE CASH

☐ Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.**

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)





Exhibit 4

NO. 2025CI06321

DAMON QUINN and SCOTT MORAN, on	§	
behalf of themselves and on behalf of all other	§	
similarly situated individuals,	§	
	§	DISTRICT COURT OF TEXAS
Plaintiff,	§	37TH JUDICIAL DISTRICT
	§	BEXAR COUNTY
v.	§	
	§	
B.D. HOLT CO. and affiliated entities, d/b/a	§	
HOLT GROUP,	§	
	§	
Defendant.	§	

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

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court has received the Motion and Memorandum in Support, as well as the Declaration of William B. Federman, and the Settlement Agreement¹ between Plaintiff Damon Quinn and Defendant, and after review, the Court preliminarily finds the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

Preliminary Certification of the Settlement Class

(1) The Court preliminarily certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident. Excluded from the Settlement Class are (a) Defendant and Defendant's affiliates, parents, subsidiaries, directors, agents, and officers; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

This Settlement Class is preliminarily certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representative are typical of absent class members; that the class representative will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Damon Quinn is designated and appointed as the Class Representative.

(4) William B. Federman of Federman & Sherwood and Jeff Ostrow of Kopelowitz Ostrow P.A. are appointed as Class Counsel. The Court finds that Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on _____, 2026, at ____ a.m./p.m., at the 37th Civil District Court, Bexar County Courthouse, 100 Dolorosa Street, San Antonio, Texas 78205, or by telephonic or other virtual means, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement

purposes pursuant to Tex. R. Civ. P. 24; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order should be entered; and (e) the Application of Attorneys' Fees, Costs, and Service Award should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit their Application of Attorneys' Fees, Costs, and Service Award no later than 15 days before the Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly opted-out of the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to opt-out of the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

(9) Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all Claims submitted by any Settlement Class member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by Defendant as provided in the Settlement Agreement. Class Counsel and counsel for

Defendant may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

Notice to the Settlement Class

(10) The Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1 through 3, satisfy the requirements of Tex. R. Civ. P. 42 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Class Counsel and counsel for Defendant. The Settlement Administrator is directed to carry out Notice and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Postcard Notice, Long Form Notice, and Claim Form: (a) 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; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

Opting-Out of the Settlement Class

(12) Any individual that wishes to opt-out of the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator, postmarked on or before 30 days before the initial scheduled Final

Approval Hearing. The written notification must clearly manifest an intent to be excluded or opt-out of the Settlement and Settlement Agreement and must include the requester's name, address, telephone number, email address, and signature. Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all opt-out requests promptly upon receipt and a final list of all persons that have timely and validly opted out of the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested to opt-out of the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before 30 days before the

initial scheduled Final Approval Hearing. For the objection to be considered by the Court, the written objection must include:

- (i) the objector's full name, mailing address, telephone number, and email address (if any);
- (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have

objected to a class action settlement within the preceding 5 years;

- (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (ix) the objector's signature (an attorney's signature is not sufficient).

(18) A written notice of objection must be mailed to the Settlement Administrator.

Objections may also be electronically filed in the Action's electronic docket on or before the

Objection Deadline with service on:

Class Counsel

William B. Federman
Federman & Sherwood
4131 N. Central Expressway, Ste. 900
Dallas, TX 75204
wbf@federmanlaw.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
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(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be

precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

Claims Process and Distribution Plan

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

(21) Settlement Class members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a Valid Claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement Agreement and Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including attachments or exhibits and any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement

shall be used or referred to for any purpose whatsoever.

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

Stay of Proceedings

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Continuance of Final Approval Hearing

(25) The Court reserves the right to adjourn or continue the Final Approval 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 website maintained by the Settlement Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

Jurisdiction

(27) The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

Summary of Deadlines

(28) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

ACTION	DEADLINE
Notice Program begins	30 days after entry of this Preliminary Approval Order
Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Award)	At least 45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	Not more than 90 days after the Notice Program begins and 15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026 at _____ am/pm [no earlier than 90 days after Notice Program begins (i.e., 110 days after entry of this Preliminary Approval Order)]

IT IS SO ORDERED this ____ day of _____, 2026.

Presiding Judge

AGREED AS TO FORM AND SUBSTANCE.

/s/ William B. Federman

William B. Federman

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Attorneys for Plaintiffs and the Class

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Attorneys for Defendant

Exhibit 5

NO. 2025CI06321

DAMON QUINN and SCOTT MORAN, on	§	
behalf of themselves and on behalf of all other	§	
similarly situated individuals,	§	
	§	DISTRICT COURT OF TEXAS
Plaintiff,	§	37TH JUDICIAL DISTRICT
	§	BEXAR COUNTY
v.	§	
	§	
B.D. HOLT CO. and affiliated entities, d/b/a	§	
HOLT GROUP,	§	
	§	
Defendant.	§	

[PROPOSED] FINAL APPROVAL ORDER

This matter is before the Court for consideration of whether the Settlement Agreement filed on [INSERT] between and among Plaintiff Damon Quinn and Defendant B.D. Holt Co. d/b/a Holt Group, the Court's Preliminary Approval Order¹, Plaintiffs' Motion for Final Approval, Plaintiffs' Application for Attorneys' Fees, Cost, and Service Award, and having held a Final Approval Hearing on [Date], having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor.

IT IS HEREBY ORDERED:

1. Plaintiffs' Motion for Final Approval and Plaintiffs' Application for Attorneys' Fees, Costs, and Service Award are **GRANTED**.
2. This Order incorporates herein and makes a part hereof the Settlement Agreement (including its exhibits) and the Preliminary Approval Order.
3. The Court has subject matter jurisdiction over this matter, including, without

¹ Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Order.

limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all Released Claims, and to dismiss the Action with prejudice. The Court has personal jurisdiction over the Parties and all Settlement Class Members.

Certification of the Settlement Class

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Settlement Class for settlement purposes only:

All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident.

5. Excluded from the Settlement Class are (a) Defendant and Defendant's affiliates, parents, subsidiaries, (b) directors, agents and officers; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff

6. The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representative are typical of absent class members; that the class representative will fairly and adequately protect the interests of the class as he has no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

7. Damon Quinn is designated and appointed as the Class Representative.

8. William B. Federman of Federman & Sherwood and Jeff Ostrow of Kopelowitz Ostrow P.A. are appointed as Class Counsel. The Court finds that Class Counsel are experienced

and will adequately protect the interests of the Settlement Class.

Notice to the Settlement Class

9. The Court finds that the form, content, and method of giving notice to the Settlement Class: (a) constituted the best practicable notice to the Settlement Class; (b) were 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; (c) were reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfied the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Settlement Class members.

Final Approval of the Settlement

10. The Court has considered the objections (if any) to Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award. The Court is not persuaded by the objections (if any) and therefore overrules them.

11. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

12. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

13. The Court finds that Class Representative and Class Counsel fairly and adequately represented the interests of Class Members in connection with the Settlement.

14. The Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its release, shall be

deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

Release

15. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from and all Released Claims.

16. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, all Class Members, and Plaintiffs' Counsel from any and all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for claims related to the enforcement of the Settlement Agreement.

17. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement, and shall not include the claims of members of the Settlement Class who have timely excluded themselves from the Settlement Class, as listed in Exhibit A, attached hereto.

Motion for Attorneys' Fees, Expenses, and Service Award

18. The Court awards Class Counsel attorneys' fees of \$_____, reimbursement of costs and expenses in the amount of \$_____, totaling \$_____, and payment of a Service Award in the amount of \$5,000.00 to the Class Representative. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement Agreement. Class Counsel, in their sole discretion, shall allocate and distribute the amount of the attorneys' fees and costs awarded by the Court among Plaintiffs' counsel.

Other Provisions

19. Without affecting the finality of this Order in any way, the Court retains continuing jurisdiction over the Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

20. In the event the Effective Date does not occur, this Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement 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 shall be treated as vacated, *nunc pro tunc*.

IT IS SO ORDERED this ____ day of _____, 2026.

Presiding Judge