

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by, between, and among Susan Garbarino, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 29 (together, “Plaintiffs”), and Defendant Nahon, Saharovich & Trotz, PLC (hereinafter, “NST” or “Defendant,” and collectively with Plaintiffs, the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Susan Garbarino v. Nahon Saharovich & Trotz, PLC*, Case No. 4:23-cv-01326, currently pending in the United States District Court, Eastern District of Missouri (the “Action”).

I. FACTUAL BACKGROUND AND RECITALS

1. On October 20th, 2023, the Action was filed against NST in the United States District Court, Eastern District of Missouri.

2. The Action relates to a targeted data security incident impacting NST that occurred in June 2023. The data security incident potentially affected certain personal information of current and former NST clients and employees (the “Data Security Incident”).

3. NST denies: (i) the allegations and all liability with respect to facts and claims alleged in the Action, (ii) that the class representative in the Action and the class she purports to represent have suffered any damage, and (iii) that the Action satisfies the requirements to be certified or tried as a class action under FRCP 23. Nonetheless, NST has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of any wrongdoing or liability.

4. NST filed an answer to the complaint. The Parties mediated pursuant to the Court’s order on March 18, 2024, engaging the Honorable Mark Seigel of United States Arbitration & Mediation, but they did not reach a compromise. Shortly after, both Parties served discovery. The Parties subsequently engaged the Honorable David E. Jones (former United States Magistrate Judge) of Resolute Systems, LLC as a mediator to oversee a second mediation of the Action on July 23, 2024, which was successful.

5. Following extensive arm’s-length settlement negotiations, which included two separate mediations, the Parties executed this Agreement to reflect the compromise reached at the mediation on July 23, 2024.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

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

7. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

8. “Attested Time” means time spent remedying issues related to the Data Security Incident, as provided in Section III of this Agreement.

9. “NST’s Counsel” means Stites & Harbison PLLC.

10. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, and Attested Time, under the terms of the Settlement. The Claim Form will be in a form substantially as shown in attached **Exhibit C**, which will be available on the Settlement Website (as defined below).

11. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit (a) complete Claim Form to be considered timely, which will occur one-hundred twenty (120) days from the date that Notice is sent.

12. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

13. “Class Counsel” means Cole & Van Note.

14. “Settlement Class Representative” means the named-class representative Susan Garbarino.

15. “Court” means the United States District Court for the Eastern District of Missouri, Eastern Division.

16. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment, or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement, or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

17. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

18. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement is finally approved by the Court, (ii) the Court has entered a Final Approval Order and Judgment (as defined below), and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or Service Award Payment made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

19. “Final Approval Order and Judgment” and “Judgment” mean an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement, approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties, dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement, otherwise satisfies the settlement-related provisions of Federal Rules of Civil Procedure, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and NST’s Counsel will work together on a proposed Final Approval Order and Judgment, which both Parties must approve before filing.

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

21. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by counsel for Plaintiffs and Class Counsel in connection with commencing, prosecuting, and settling the Action and any threatened litigation by other Settlement Class Members and their counsel (if any), as approved by the Court.

22. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in **Exhibit B** here.

23. “Notice” means notices of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Postcard Notice (**Exhibit A**) and Long-form Notice (**Exhibit B**), substantially in the form as shown in **Exhibits A** and **B** attached hereto.

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

25. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and

administering, calculating, and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the administration of this Settlement.

26. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

27. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

28. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are more likely than not caused by the Data Security Incident, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred between June 28, 2023 and the date of the close of the Claims Period.

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

30. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Federal Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and NST’s Counsel will work together on a proposed Preliminary Approval Order, which the Parties must approve before submission to the Court.

31. “Personal Information” means names, addresses, dates of birth, Social Security numbers, medical and clinical treatment information, insurance information, claims information, and additional personal information that Defendant collected and maintained and which was potentially exposed in the Data Security Incident.

32. “Released Claims” means the claims and causes of action released as set forth in Section XII below.

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

34. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of her role in this litigation, which shall not exceed \$2,500 to each Settlement Class Representative, as approved by the Court.

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

36. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

37. “Settlement Administrator” means Epiq subject to Court approval. Class Counsel and NST’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

38. “Settlement Class” means all individuals within the United States of America whose Personal Information was potentially exposed to unauthorized third parties as a result of the Data Security Incident. The Settlement Class specifically excludes: Defendant and Defendant’s parents, subsidiaries, affiliates, officers, and directors and any entity in which Defendant has a controlling interest, all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out, any and all federal, state, or local governments, including but not limited to its departments, agencies, divisions, bureaus, boards, sections, groups, counsel, and/or subdivisions, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

39. “Settlement Class List” means the list generated by NST containing the full names, current or last known email address, where known, and current or last known addresses, where known, for Settlement Class Members, which NST shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order.

40. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. Each individual will be identified by a unique identification code assigned to them by the Settlement Administrator. This unique identification code will be used to verify that the individual is a member of the Settlement Class before a Settlement Payment is paid.

41. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of two hundred and thirty-two thousand and five hundred dollars and zero cents (\$232,500.00), which will be used to fund Settlement Payments or Settlement Checks, Settlement Administration Costs, Service Award Payment to Settlement Class Representative, and attorneys’ fees and costs.

42. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 46 for a Valid Claim.

43. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information

about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaint and answer in the Action. The Settlement Website shall also include a downloadable copy of the Long-form Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

44. "Postcard Notice" means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in **Exhibit A** attached hereto. The Postcard Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Approval Hearing as defined below.

45. "Valid Claim" means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

III. DISTRIBUTION OF NET SETTLEMENT AMOUNT TO SETTLEMENT CLASS MEMBERS

46. **Reimbursement for Losses.** Settlement Class Members who submit a timely Valid Claim using an approved Claim Form are eligible to be paid the following compensation subject to the limits of the Settlement Fund. Claims will be subject to review for timeliness, completeness, and validity by a Settlement Administrator. Settlement Class Members may submit only one claim.

- a. Out-of-Pocket Losses: Every Settlement Class Member may submit a claim for up to \$5,000 each for out-of-pocket expenses and losses, which are unreimbursed costs, expenditures, or losses incurred by a Settlement Class Member that are fairly traceable to the Data Security Incident ("Out-of-Pocket Losses"). Out-of-Pocket Losses may include, without limitation, the following:
 - (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, or falsified tax returns;
 - (ii) unreimbursed costs incurred on or after June 28, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;

- (iii) other unreimbursed miscellaneous expenses incurred related to any out-of-pocket expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- (iv) other mitigative costs that were incurred on or after June 28, 2023, through the date of the Settlement Class Member's claim submission; and
- (v) unpaid time off work to address issues fairly traceable to the Data Security Incident at the actual hourly rate of that Settlement Class Member.

Settlement Class Members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation. Claims for Out-of-Pocket Losses may be reduced pro rata if insufficient funds remain in the Settlement Fund after the payment of attorneys' fees, Litigation Costs and Expenses, any Service Award Payment, Notice and Administrative Expenses, Settlement Administration Costs, and the CAFA notice.

- b. Pro Rata Cash Payment: All Settlement Class Members may file a claim for a *pro rata* portion of the Settlement Fund. The amount of this benefit shall be based on the number of claims received and the amount of funds remaining in the Settlement Fund following the payment of any attorneys' fees, Litigation Costs and Expenses, any Service Award Payment, Notice and Administrative Expenses, Settlement Administration Costs, and claims for Out-of-Pocket Losses.
- c. Limitation on Reimbursable Expenses: Claimants must exhaust all existing credit monitoring insurance and identity theft insurance before Defendant is responsible for any expenses claimed pursuant to this paragraph. Nothing in this Settlement Agreement shall be construed as requiring Defendant to provide, and Defendant shall not provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or

punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

47. **Residual Funds/ Pro Rata Reduction.** In the event that Settlement Payments or Settlement Checks, Settlement Administration Costs, Service Award Payment to Settlement Class Representative, attorneys' fees, and Litigation Costs and Expenses exceed the Settlement Fund, all Class Member payments will be reduced on a pro rata basis such that Defendant's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. If Settlement Payments or Settlement Checks, Settlement Administration Costs, Service Award Payments to Settlement Class Representative, attorney's fees, and Litigation Cost and Expenses do not exceed the Settlement Fund, all remaining funds will be distributed on a pro rata basis to all Settlement Class Members who submit a Valid Claim up to an additional \$100 for each claimant. Any remaining funds after that distribution will be paid to a *cy pres* recipient to be agreed upon by the Parties (and subject to Court approval).

48. **Assessing Claims.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the Claim submission was timely. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid losses actually and reasonably incurred that are "fairly traceable" to the Data Security Incident; however, the Settlement Administrator may consult with Class Counsel and NST's Counsel in making individual determinations. Out-of-Pocket Losses will be deemed "fairly traceable" if: (1) the timing of the loss occurred on or after June 28, 2023, and (2) in the Settlement Administrator's sole determination, the Out-of-Pocket Losses could reasonably be caused by the Data Security Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to deciding its validity.

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

IV. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

50. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses as set forth in Paragraph 46 shall be issued in the form of a check mailed

and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

51. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue.

52. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

53. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within one hundred and eighty (180) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check, (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods, and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

54. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and NST's Counsel.

V. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

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

VII. SETTLEMENT CLASS NOTICE

56. **Notice.** Within ten (10) days after the date of the Preliminary Approval Order, NST shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

57. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses.

- a. Postcard Notice: As soon as practicable but starting no later than thirty (30) days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice via USPS First Class Mail to all Settlement Class Members. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by NST with the National Change of Address (NCOA) database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.
- b. Settlement Website: Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement, contact information for Class Counsel and NST's Counsel, contact information for the Settlement Administrator, the publicly filed motion for preliminary approval, motion for final approval, motion for attorneys' fees and expenses (when they become available), the signed Preliminary Approval Order, and a downloadable and online version of the Claim Form and Long-form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."
- c. Toll-Free Telephone Number: Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Notice and Claim Form be sent to them.

- d. Post Office Box: Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.

VII. OPT-OUTS AND OBJECTIONS

58. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Postcard Notice shall state “if you do not want to be legally bound by the Settlement, you must exclude yourself” by a designated date. The Postcard Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue NST for the claims resolved by this Settlement.” The Postcard Notice shall provide the Website URL and telephone number to obtain a copy of the Long-form Notice.

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

60. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 59 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 59. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR

61. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class Member a Postcard Notice: (1) notifying the Settlement Class Member of the settlement and a summary of its terms, (2) providing the Settlement Class Member with the URL Settlement Website, and (3) instructing the Settlement Class Member on how to make a claim. NST will cooperate in providing to the Settlement Administrator Settlement Class Member contact information, including physical addresses, which will be kept strictly confidential between the Administrator, NST, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Settlement Administrator.

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

- a. Administering and overseeing the Settlement Fund provided by NST to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within two (2) business days;
- f. Responding to any Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and NST's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and NST's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to NST's Counsel;

- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel and NST's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund as directed by the Parties; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and NST's Counsel.

63. **Limitation of Liability.** The Parties, Class Counsel, and NST's Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, (ii) the management, investment, or distribution of the Settlement Funds, (iii) the formulation, design, or terms of the disbursement of the Settlement Funds, (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds, or (v) the payment or withholding of any taxes and tax-related expenses.

64. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and NST's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement, (ii) the management, investment, or distribution of the Settlement Funds, (iii) the formulation, design, or terms of the disbursement of the Settlement Funds, (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds, (v) any losses suffered by, or fluctuations in the value of, the Settlement Funds, or (vi) the payment or withholding of any taxes and tax-related expenses.

65. **Settlement Administration Fees.** All settlement administration fees will be paid from the Settlement Fund.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

66. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court

entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

67. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within thirty (30) days of its execution. NST's Counsel will be consulted on the contents of the motion for preliminary approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion. NST will fund the Settlement Fund within thirty (30) days of entry of the Preliminary Approval Order and receipt of completed W-9 forms from Settlement Class Representative and Class Counsel.

68. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. NST's Counsel will be consulted on the contents of the motion for Final Approval before it is filed, and once approved for filing by its counsel, Defendant will not oppose the motion.

69. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XI. MODIFICATION AND TERMINATION

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

71. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment, or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, NST reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in

opposition to a class certification motion. In addition, the fact that NST did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

XII. RELEASES

72. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class Members, and each of their spouses and children with claims on behalf of the Settlement Class Member, guardians and wards, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representative, attorneys, and assigns, and all who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the Releasing Parties) (together, the “Releasing Parties”) shall be deemed to have, and by operation of entry of the Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against NST and its future, present, and former, direct or indirect, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, and departments; and any and all of their respective past, present, and future, direct or indirect, officers, managers, predecessors, administrators, executors, trustees, directors, employees, investors, stockholders, shareholders, partners, members, owners, associates, corporations, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, benefit plans, subrogees; and the predecessors, successors, and assigns of any of the foregoing (together, the “Released Parties”).

The relief stated above will be provided to Settlement Class Members as consideration for a general release of NST for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the NST Data Security Incident described in the operative Complaint, *i.e.*, the Released Claims.

73. **Released Claims.** The “Released Claims” include any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims or causes of action of every kind and description whatsoever, accrued or unaccrued, direct or indirect, individual, or representative, whether based on federal, state, local, statutory, or common law, or any other law, against the Released Parties, arising out of, or relating to, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act in connection with the Data Security Incident, and including all claims that were brought or could have been brought in the Action, belonging to the Settlement Class Representative and any and all Participating Settlement Class Members or Releasing Parties, including but not limited to any state law or common law claims that they may have or had, such as under California’s Customer Records Act, California Civil Code section 1798.80, *et seq.*, and/or California’s Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* Released Claims include causes of action, claims, complaints, suits, petitions, any allegations of wrongdoing, rights, liabilities, or demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential

damages, penalties, exemplary damages, punitive damages, multiplied damages, attorneys' fees and/or obligations, costs, interest, or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Security Incident.

Consistent with Paragraph 74, the Settlement Class Representative and Participating Settlement Class Members and the Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

74. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, assigns, and any other Releasing Party, does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release NST and the Released Parties from any of the foregoing or the Released Claims, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, and all other Releasing Parties, shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, all Unknown Claims. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, and all other Releasing Parties, shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, and all other Releasing Parties, acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph.

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

XIII. SERVICE AWARD PAYMENTS

76. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representative in recognition for her contributions to this Action to be paid from the Settlement Fund. NST agrees not to oppose a Service Award Payment of up to \$2,500.00 for the Settlement Class Representative, subject to Court approval. This Service Award Payment shall be separate and apart from any other benefits available to the Settlement Class Representative and Participating Settlement Class Members under the terms of this Agreement. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representative from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

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

XIV. ATTORNEYS' FEES, LITIGATION COSTS AND EXPENSES

78. **Attorneys' Fees, Litigation Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to approve, and Defendant agree not to oppose, an award of attorneys' fees of up to thirty-three and 1/3 percent (33.33%) of the Settlement Fund (\$77,492) plus Litigation Costs and Expenses not to exceed \$65,000.00 to be paid from the Settlement Fund. Prior to the disbursement or payment of the Fee Award and Litigation Costs and Expenses under this Agreement, Class Counsel shall provide to NST and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Litigation Costs and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court, no later than ten (10) days after the Effective Date.

79. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys. NST shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

80. The amount(s) of any award of attorneys' fees, Litigation Costs and Expenses, and the Service Award Payment to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, Litigation Costs and Expenses, and/or Service Award Payments ordered by the Court to Class Counsel or Settlement Class Representative shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of the Settlement Agreement.

XV. NO ADMISSION OF LIABILITY

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

82. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by NST in the Action or in any proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or Judgment in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

XVI. MISCELLANEOUS

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

84. **Cooperation.** The Settling Parties acknowledged that it is their intent (i) to consummate this Settlement Agreement, (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and (iii) to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

85. **Final and Complete Resolution.** The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

86. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

87. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

88. **Pronouns.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them."

89. **Currency.** All dollar amounts are in United States dollars (USD).

90. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

91. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and NST each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

92. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, and, once a Motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

93. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 10/29/2024

Susan Garbarino

ID gSx59uf6crvDcYGFQX4sMzx

Susan Garbarino
Representative Plaintiff

Dated: _____

Print: _____

**As the Duly Authorized Representative of Defendant
Nahon, Saharovich & Trotz, PLC**

APPROVED AS TO FORM:

Dated: 10/29/2024

Laura Van Note

ID Ec7dTpTNEiNTS9Px8wPJgi4

Laura Van Note, Esq.
Cole & Van Note
**Attorneys for Representative Plaintiff
and the Plaintiff Class**

Dated: _____

Chadwick A McTighe
Stites & Harbison PLLC
**Attorneys for Defendant
Nahon, Saharovich & Trotz, PLC**

eSignature Details

Signer ID: gSx59uf6crvDcYGFfQX4sMzx
Signed by: Susan Garbarino
Sent to email: susiecue518@hotmail.com
IP Address: 75.133.253.84
Signed at: Oct 29 2024, 9:54 am PDT

Signer ID: Ec7dTpTNEtNTS9Px8wPJgij4
Signed by: Laura Van Note
Sent to email: lvn@colevannote.com
IP Address: 108.237.40.225
Signed at: Oct 29 2024, 9:56 am PDT

Dated: _____

Susan Garbarino
Representative Plaintiff

Dated: 10/31/2024



Print: COREY B. TROTZ
**As the Duly Authorized Representative of Defendant
Nahon, Saharovich & Trotz, PLC**

APPROVED AS TO FORM:

Dated: _____

Laura Van Note, Esq.
Cole & Van Note
**Attorneys for Representative Plaintiff
and the Plaintiff Class**

Dated: 11/04/2024



Chadwick A McTighe
Stites & Harbison PLLC
**Attorneys for Defendant
Nahon, Saharovich & Trotz, PLC**

Exhibit A

Postcard Notice

Front of Postcard:

Claims Administrator
PO Box XXXX
City, State ZIP CODE

Unique ID: <<UNIQUEID>>

If you were notified of a Data Security Incident involving Nahon Saharovich & Trotz, PLC, you may be entitled to benefits from a settlement.

Back of Postcard:

A proposed settlement has been reached in a class action lawsuit against Nahon Saharovich & Trotz, PLC (“NST” or “Defendant”) related to a Data Security Incident that NST discovered in June 2023 and about which NST notified potentially impacted individuals between July 2023 and September 2023. The lawsuit claims NST is legally responsible for the Data Security Incident, where certain information, including, but not necessarily limited to, full names, dates of birth, Social Security Numbers, lost wages, and general medical information of employees and/or clients of NST may have been accessed and exfiltrated by unauthorized individuals. The lawsuit asserts various legal claims, including negligence, breach of implied contract, and breach of the implied covenant of good faith & fair dealing. NST denies these claims and denies any wrongful conduct on its part.

You are receiving this notice because you may be a Settlement Class Member. The Settlement Class is defined as all individuals within the United States of America whose information described above was potentially exposed to unauthorized third parties as a result of the Data Security Incident.

Under the terms of the settlement, you can recover the following benefits: (1) a *pro rata* cash payment and (2) if you experienced unreimbursed unauthorized or fraudulent charges or out of pocket expenses which you believe in good faith were fairly traceable to the Data Security Incident, you may file a claim for an out-of-pocket reimbursement of up to \$5,000.

Class Counsel, Cole & Van Note, has applied to the Court for Attorneys’ Fees of up to \$77,492 plus Litigation Costs and expenses not to exceed \$65,000. Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

The easiest way to submit a claim is online at **www.XXXXXXXXXXX.com** using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online on or before **MONTH DAY, 20XX**. You can also exclude yourself or object to the Settlement on or before **MONTH DAY, 20XX**. If you do not exclude yourself from the Settlement, you will remain in the Settlement Class and will give up the right to sue the Defendant over the claims resolved in the Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **MONTH DAY, 20XX**. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at**

www.XXXXXXXXXXX.com[SETTLEMENT WEBSITE]. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue NST for the claims resolved by this Settlement.

The Court will hold a Final Approval Hearing on **MONTH DAY, 20XX, at X:XX X.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also listen to people who have asked to speak at the hearing. You may attend the Final Approval Hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary. It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **www.XXXXXXXXXXX.com [SETTLEMENT WEBSITE].**

This notice is a summary. The Settlement Agreement and more information about the lawsuits and Settlement are available at **www.XXXXXXXXXXX.com [SETTLEMENT WEBSITE]** or by calling toll-free **1-XXX-XXX-XXXX.**

Exhibit B

Long Form Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Susan Garbarino v. Nahon, Saharovich & Trotz, PLC, Case No. 4:23-cv-01326
(E.D. MO.)

You may be eligible for a cash payment from a class action settlement involving Nahon Saharovich & Trotz, PLC, but you need to act.

This is a court-authorized Notice of a proposed settlement in a class action lawsuit, *Susan Garbarino v. Nahon, Saharovich & Trotz, PLC*, Case No. 4:23-cv-01326, currently pending in the United States District Court for the Eastern District of Missouri. The proposed settlement would resolve a lawsuit that alleges that Nahon, Saharovich & Trotz (“NST”) was negligent and breached contractual and common law duties in connection with a Data Security Incident involving NST’s network servers that NST discovered in June 2023. NST denies these claims and denies any wrongful conduct on its part. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement [here \[link to document on website\]](#). You may also contact the Settlement Administrator at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive any money from this Settlement is by submitting a timely and valid Claim Form. The Claim Form must be submitted no later than _____, 2024.	_____, 2024
Opt Out of the Settlement	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against NST related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	_____, 2024

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)

<p>Object to the Settlement and/or Attend a Hearing</p>	<p>If you do not opt out of the Settlement, you may object to any aspect of it by writing to the Court explaining why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may still file a claim. Any Settlement Class Member who does not file a timely and adequate objection waives the right to object or to be heard at the Final Approval hearing and shall be forever barred from making any objection to the Settlement.</p>	<p>_____, 2024</p>
<p>Do Nothing</p>	<p>Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not receive a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against NST related to the legal claims resolved by this Settlement.</p>	<p>No Deadline</p>

What Is This Lawsuit About?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

This lawsuit began when Plaintiff Susan Garbarino filed a putative class action complaint against NST. In the lawsuit, Plaintiff alleges that NST was negligent and violated contractual and common law duties when an unauthorized third party obtained unauthorized access to certain information relating to NST's clients/employees by gaining unauthorized access to NST's network servers. NST denies any liability or wrongdoing of any kind associated with the claims in this lawsuit.

This is just a summary of the allegations. The complaint in the lawsuit is posted at www.XXXXXXXXXX.com [SETTLEMENT WEBSITE] and contains all of the allegations. NST's answer and other filings in the case, including the motion for approval of the settlement agreement, are also available on the website.

Why Is There a Settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require NST to pay money to the Settlement Class, and pay Settlement Administration Costs, attorneys' fees and costs of Class Counsel, and a Service Award Payment to the Settlement Class Representative, as may be approved by the Court. The settlement is not an admission of wrongdoing by NST and does not imply that there has been, or would be, any finding that NST violated the law.

Am I a Class Member?

You are a member of the Settlement Class if you are an individual within the United States of

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-[XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)

America whose personal information was potentially exposed to unauthorized third parties as a result of the Data Security Incident identified above.

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Who Represents Me?

The Court has appointed Laura Van Note of Cole & Van Note as Class Counsel.

Laura Van Note
COLE & VAN NOTE
555 12th Street – Suite 2100
Oakland, CA 94607

Class Counsel, Cole & Van Note, has applied to the Court for Attorneys' Fees of up to \$77,492 plus Litigation Costs and expenses not to exceed \$65,000. Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What Are the Settlement Benefits?

NST has agreed to establish a Settlement Fund, by depositing with the Settlement Administrator US \$232,500.00 in cash.

The Settlement Fund will be used to pay attorneys' fees and costs, a Service Award Payment for the Settlement Class Representative, and Settlement Administration Costs. After deducting amounts for attorneys' fees and costs, a Service Award Payment for the Settlement Class Representative, and Settlement Administration Costs, the remaining amount ("**Net Settlement Amount**") will be used to pay timely valid claims.

A Settlement Class Member who timely submits a valid and approved Claim Form shall be entitled to:

- (1) a *pro rata* cash payment and
- (2) if the Settlement Class Member experienced unreimbursed unauthorized or fraudulent charges or out of pocket expenses which they believe in good faith were fairly traceable to the Data Security Incident, they may file a claim for an out-of-pocket reimbursement of up to \$5,000.

After payment of the above awards, if any money remains from the Net Settlement Amount, that money will be distributed pro rata among all Settlement Class Members who timely submitted a valid and approved Claim Form, or if too little money remains to make such a payment, the money will be donated to an appropriate charity.

NST has also implemented certain enhancements to its data security.

How Do I Get a Payment?

You must submit a completed Claim Form no later than [Day/Month, 2024]. You may submit a Claim Form online at www.XXXXXXXXXX.com [SETTLEMENT WEBSITE].

QUESTIONS? VISIT WWW.XXXXXXXXXX.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

How Do I Exclude Myself from the Settlement?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement, and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue NST at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before [Day/Month, 2024]. Your exclusion request letter must:

- Include your name;
- Be in writing;
- State your current address;
- Contain the statement “I request that I be excluded from the Settlement Class in the case of *Susan Garbarino v. Nahon, Saharovich & Trotz, PLC*”;
- Be signed by you; and
- Be mailed to the Settlement Administrator, [Street Address], [City, State, Zip], postmarked on or before [Day/Month, 2023].

How Do I Object to the Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

If you are a member of the Settlement Class and you do not exclude yourself from the Settlement, you can object to the Settlement. To do so, you must file your written objection with the Court no later than [Day/Month, 2024], and mail a copy to Epiq, the Settlement Administrator, at the address listed below. Your written objection may include any supporting documentation you wish the Court to consider.

The written objection must include:

- The name of the proceedings;
- The Settlement Class Member’s full name, current mailing address, telephone number, and e-mail address;
- A written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection;
- A written statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- The identity of any and all attorneys representing the objector;
- A statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and
- The signature of the Settlement Class Member or the Settlement Class Member’s attorney.

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

If your objection is submitted and overruled by the Court at the Final Approval Hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order. Any Settlement Class Member who does not file a timely and adequate objection waives the right to object or to be heard at the Final Approval hearing and shall be forever barred from making any objection to the Settlement.

The Court is located at Thomas F. Eagleton U.S. Courthouse, 111 South 10th Street St. Louis, MO 63102. The mailing address for the Settlement Administrator, Epiq is below:

EPIQ

[INSERT ADDRESS OF STLMT ADMIN]

What Is the Difference Between Objecting and Asking to be Excluded?

Objecting means telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

What Am I Agreeing to by Remaining in the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against NST or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Final Approval Order approving the settlement and the judgment in this case will apply to you and legally bind you.

“**Released Claims**” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims or causes of action of every kind and description whatsoever, accrued or unaccrued, direct or indirect, individual, or representative, whether based on federal, state, local, statutory, or common law, or any other law, against the Released Parties, arising out of, or relating to, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act in connection with the Data Security Incident, and including all claims that were brought or could have been brought in the Action, belonging to the Settlement Class Representative and any and all Participating Settlement Class Members or Releasing Parties, including but not limited to any state law or common law claims that they may have or had, such as under California’s Customer Records Act, California Civil Code section 1798.80, *et seq.*, and/or California’s Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* Released Claims include causes of action, claims, complaints, suits, petitions, any allegations of wrongdoing, rights, liabilities, or demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, multiplied damages, attorneys’ fees and/or obligations, costs, interest, or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims”) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Security Incident. Settlement Class Members and the Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

“Released Parties” means NST and its future, present, and former, direct or indirect, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments; and any and all of their respective past, present, and future, direct or indirect, officers, managers, predecessors, administrators, executors, trustees, directors, employees, investors, stockholders, shareholders, partners, members, owners, associates, corporations, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, benefit plans, subrogees; and the predecessors, successors, and assigns of any of the foregoing.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on [Day/Month, 2024] at XX:XX A.M./P.M. at [redacted]. At that hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested attorneys’ fees and expenses, Service Award Payment for the Settlement Class Representative, and Settlement Administration Costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.XXXXXXXXXX.com [SETTLEMENT WEBSITE] and the Court’s docket for updates.

How Do I Get More Information?

For more information, go to www.XXXXXXXXXX.com [SETTLEMENT WEBSITE], or call the Settlement Administrator at 1-XXX-XXX-XXXX. You may also write to the Settlement Administrator via mail to [address] or via email [email address].

Exhibit C

EXHIBIT C

ONLINE CLAIM FORM

Susan Garbarino v. Nahon, Saharovich & Trotz, PLC

Case No. 4:23-cv-01326-JMB (E.D. Mo.)

Important: Your Claim Form must be submitted online by [**Month, Day**] 2024 in order to be timely and valid. You may submit a Claim Form by completing the form below.

Your failure to submit a timely Claim Form will result in you forfeiting any payment and benefits for which you may be eligible under the Settlement.

To begin your Claim Form, please enter your Notice ID and Confirmation Number below.

Your Notice ID and Confirmation Number can be located on the Notice that was emailed or mailed to you. If you did not receive a Notice but believe you are a Class Member, or have misplaced your notice, you may email [**email address**] for additional assistance.

Notice ID: _____

Confirmation Code: _____

[NEXT button]

Claim Form Page:

This claim form should be filled out online if you are an individual who received notice of a Data Security Incident that Nahon, Saharovich & Trotz, PLC (“NST”) disclosed between July and September 2023 pertaining to unauthorized access to certain information, including, but not necessarily limited to, full names, dates of birth, Social Security Numbers, lost wages, and general medical information of employees and/or clients of NST. You may receive money if you fill out this claim form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice [**link to document on website**] describes your legal rights and options.

If you wish to submit a claim for a Settlement payment, you will need to provide the information requested below.

Documentary proof **MUST** be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient.

Pro Rata Cash Payment

All Class Members are eligible to claim a *Pro Rata* payment by checking the box below. The specific amount of this payment will be based on the number of claims received.

I would like to claim a *Pro Rata* payment.

Payment Selection

Select from one of the following options (graphics to be added):

- PayPal
- Venmo
- Direct Deposit
- Zelle

Check

Signature _____ (required)

Date: (auto-populate)

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Susan Garbarino v. Nahon, Saharovich & Trotz
Case No. 4:23-cv-01326-JMB (E.D. Mo.)

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CLAIM FORM

GENERAL INSTRUCTIONS

This claim form should be filled out if you are an individual who received notice from Nahon, Saharovich & Trotz (“NST”) that your Personal Information was potentially exposed to unauthorized third parties as a result of a Data Security Incident. You may receive money if you fill out this claim form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice [\[link to document on website\]](#) describes your legal rights and options.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below.

SUBMIT YOUR CLAIM FORM BY _____, 2024

Online: _____

Mail: **[INSERT]**