

# EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

**ADAM VOELKER, ALEXXI GUYETTE,  
JANELLE BAILEY, BRITTANY EVANS,  
and BALTAZAR DAROSA**, individually  
and on behalf of all others similarly situated,

Case No. 2:24-cv-01886

Plaintiffs,

v.

**ENROLL CONFIDENTLY INC.,**

Defendant.

**SETTLEMENT AGREEMENT**

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

**I. Procedural History**

1. Defendant is a company that provides employee benefit management services to its clients. In the course of operating its business, Defendant collects, maintains, and stores information pertaining to current and former employees of its clients, including confidential personally identifiable information and protected health information.

2. On or about February 13, 2024, Defendant noticed suspicious activity and unauthorized access on its network which was detected within hours. In response, Defendant immediately launched an investigation revealing that on that date, an unauthorized third party accessed and encrypted files for the purpose of extortion. This included temporary access to certain

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

1 files from Defendant’s system, which may have included the following information belonging to  
2 current and former employees of Defendant’s clients name, address, date of birth, Social Security  
3 number, driver’s license number, state identification number, financial account information, health  
4 insurance information, and medical information.

5 3. On or about April 26, 2024, as individuals were identified, Defendant began  
6 notifying affected individuals that their Private Information may have been impacted by the Data  
7 Incident.

8 4. On July 30, 2024, Plaintiff, Adam Voelker, filed the first complaint against  
9 Defendant asserting several causes of action related to its role in the Data Incident. [ECF No. 1].

10 5. Following the filing of Plaintiff Voelker’s complaint, Defendant was named a  
11 defendant in two other putative class actions in this district<sup>2</sup> that are materially and substantively  
12 identical, as they have overlapping claims, seek to represent the same putative class members, and  
13 arise out of the same Data Incident.

14 6. On September 12, 2024, Plaintiffs in the Related Actions filed a Motion to  
15 Consolidate Actions. [ECF No. 12].

16 7. On October 3, 2024, the Court entered an order consolidating the Related Actions  
17 into the first-filed action and also set a deadline for Plaintiffs to file a consolidated complaint.  
18 [ECF No. 17].

19 8. On November 1, 2024, Plaintiffs filed the Consolidated Complaint in this Action  
20 alleging negligence, negligence *per se*, breach of third-party beneficiary contract, unjust  
21 enrichment, invasion of privacy, breach of fiduciary duty, violation of the Arizona Consumer  
22 Fraud Act, A.R.S. §§ 44-1521 *et seq.*, violation of the California Unfair Competition Law, Cal.  
23 Bus. & Prof. Code 17200 *et seq.*, violation of the California Consumer Records Act, and  
24 declaratory judgment. [ECF No.18].

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27 <sup>2</sup> *Alexxi Guyette v. Enroll Confidently Inc.*, No. 2:24-cv-02231 (“*Guyette*”); and *Janelle Bailey v.*  
28 *Enroll Confidently Inc.* (“*Bailey*”), No. 2:24-cv-02350.

1 9. On November 15, 2024, Defendant moved for an extension of time to respond to  
2 the Consolidated Complaint, [ECF No.21], which was granted. [ECF No.23]. On December 13,  
3 Defendant moved for another extension of time to respond to the Consolidated Complaint, [ECF  
4 No. 27], which was also granted. [ECF No.28].

5 10. On January 6, 2025, the Parties filed a joint discovery report pursuant to Federal  
6 Rule of Civil Procedure 26(f). [ECF No. 29]. On January 7, 2025, the Court entered a scheduling  
7 order. [ECF No. 30].

8 11. Thereafter, the Parties decided to explore early resolution and scheduled a  
9 mediation for April 7, 2025, with experienced data breach class action mediator and former federal  
10 magistrate Diane M. Welsh of JAMS.

11 12. On January 9, 2025, to conserve resources in anticipation of mediation, Defendant  
12 filed a motion to stay the case pending the outcome of the mediation, [ECF No.31], which the  
13 Court granted. [ECF No. 32]. On March 28, 2025, Defendant filed a motion to extend the stay by  
14 60 days where the mediation was postponed to June 6, 2025, [ECF No.33], which the Court  
15 granted. [ECF No.34].

16 13. In advance of the mediation, Plaintiffs consulted with their damage and liability  
17 experts, propounded informal discovery requests on Defendant to which Defendant responded by  
18 providing information related to, among other things, the nature and cause of the Data Incident,  
19 the number and geographic location of victims impacted by the Data Incident, and the specific  
20 type of information breached. Defendant also propounded discovery requests on Plaintiffs, and  
21 they provided documentation supporting their allegations of actual fraud and mitigation of the risk  
22 of fraud following the Data Incident.

23 14. The Parties attended mediation on June 6, 2025. After a full day of negotiating, the  
24 Parties reached an agreement on the material terms of this Settlement.

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

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

19 **II. Definitions**

20 16. “**Action**” means the consolidated class action lawsuit entitled: *Voelker, et al. v.*  
21 *Enroll Confidently Inc.*, Case No. 2:24-cv-01886 (D. Ariz.).

22 17. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement  
23 between Plaintiffs and Defendant, including all exhibits.

24 18. “**Application for Attorneys’ Fees, Costs and Service Awards**” means the  
25 application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and  
26 costs, and Service Awards for the Class Representatives.

1 19. “**Cash Payment**” means compensation paid to Settlement Class Members who  
2 submitted a Claim and elected either Cash Payment A – Documented Losses or Cash Payment B  
3 – Alternate Cash Payment.

4 20. “**Cash Payment A – Documented Losses**” means the Settlement Class Member  
5 Benefit consisting of a maximum payment of \$3,500.00, that Settlement Class members, who  
6 incurred documented losses, may elect pursuant to Section V herein.

7 21. “**Cash Payment B – Alternative Cash Payment**” means the Settlement Class  
8 Member Benefit consisting of an *estimated* \$100.00 cash payment, that Settlement Class members  
9 may elect under Section V herein, which may increase or decrease *pro rata* depending on the  
10 number of Valid Claims.

11 22. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class  
12 Member Benefits.

13 23. “**Claim Form**” means the proof of claim, substantially in the form attached hereto  
14 as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of  
15 the Settlement Administrator.

16 24. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final  
17 Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement  
18 Administrator for a Settlement Class member to be eligible for a Cash Payment and/or Credit  
19 Monitoring.

20 25. “**Claimant**” means an individual who submits a Claim Form.

21 26. “**Claims Process**” means the process by which Claimants may submit Claim  
22 Forms online at the Settlement Website or by mail to the Settlement Administrator, including the  
23 procedure to approve or reject Claims.

24 27. “**Class Counsel**” means Gary M. Klinger of Milberg Coleman Bryson Phillips  
25 Grossman, PLLC; Andrew Shamis of Shamis & Gentile, P.A., Raina C. Borrelli of Strauss Borrelli  
26 PLLC, and Jeff Ostrow of Kopelowitz Ostrow P.A.

1 28. “**Class List**” means a list of Settlement Class members’ full names, current  
2 addresses, email addresses, and last known telephone numbers, as reflected in Defendant’s records,  
3 that Defendant shall prepare and provide to the Settlement Administrator following Preliminary  
4 Approval.

5 29. “**Class Representatives**” means the Plaintiffs.

6 30. “**Complaint**” or “**Consolidated Complaint**” means the Consolidated Class Action  
7 Complaint filed by Plaintiffs on November 1, 2024.

8 31. “**Court**” means the U.S. District Court for the District of Arizona and the Judge(s)  
9 assigned to the Action.

10 32. “**Credit Monitoring**” means the one year of three credit bureaus of credit/data  
11 monitoring that Settlement Class members may elect to receive pursuant to Section V herein.

12 33. “**Data Incident**” means the cybersecurity incident involving the Defendant  
13 resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private  
14 Information on or about February 13, 2024.

15 34. “**Defendant**” means Enroll Confidentially Inc.

16 35. “**Defendant’s Counsel**” means Simone McCormick of Pierson Ferdinand LLC.

17 36. “**Effective Date**” means the day after the entry of the Final Approval Order,  
18 provided there are no objections to the Settlement. If there are objections to the Settlement, then  
19 the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no  
20 appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final  
21 Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final  
22 Approval Order or 30 days after the entry of a dismissal of the appeal.

23 37. “**Email Notice**” means the email form of Notice of the Settlement, substantially in  
24 the form attached hereto as *Exhibit 1*, distributed to Settlement Class members for which email  
25 addresses are provided by Defendant.

26 38. “**Escrow Account**” means the interest-bearing account to be established by the  
27 Settlement Administrator consistent with the terms and conditions described herein.

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1 39. “**Final Approval**” means the final approval of the Settlement, which occurs when  
2 the Court enters the Final Approval Order.

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

6 41. “**Final Approval Order**” means the final order the Court enters granting Final  
7 Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by  
8 the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final  
9 Approval. Final Approval Order also includes the orders, which may be entered separately,  
10 determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards  
11 to the Class Representatives.

12 42. “**Long Form Notice**” means the long form notice of the Settlement, substantially  
13 in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall  
14 be available to Settlement Class members by mail on request made to the Settlement  
15 Administrator.

16 43. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel  
17 shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s  
18 Application for Attorneys’ Fees, Costs, and Service Awards.

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

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

23 46. “**Notice Program**” means the methods provided for in this Agreement for giving  
24 Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form  
25 Notice.

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

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1 48. “**Objection Deadline**” means 15 days before the initial scheduled Final Approval  
2 Hearing.

3 49. “**Opt-Out Deadline**” means the 15 days before the initial scheduled Final Approval  
4 Hearing.

5 50. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs  
6 and Defendant, collectively.

7 51. “**Plaintiffs**” means Adam Voelker, Alexxi Guyette, Brittany Evans, Janelle Bailey  
8 and Baltazar DaRosa.

9 52. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the  
10 form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement  
11 Class members by mail.

12 53. “**Preliminary Approval**” means the preliminary approval of the Settlement, which  
13 occurs when the Court enters the Preliminary Approval Order, substantially in the form attached  
14 to the Motion for Preliminary Approval.

15 54. “**Preliminary Approval Order**” means the order preliminarily approving the  
16 Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

17 55. “**Private Information**” means the information collected by Defendant, pertaining  
18 to its current and former employees and clients, that was impacted in the Data Incident, including,  
19 but not limited to, names, addresses, Social Security numbers, dates of birth, health insurance and  
20 benefit information, and medical information.

21 56. “**Related Actions**” means the first actions filed in the U.S. District Court for the  
22 District of Arizona (*Bailey and Guyette*) regarding the Data Incident, including first-filed *Voelker*  
23 action.

24 57. “**Releases**” means the releases and waiver set forth in Section XIII of this  
25 Agreement.

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

8         59.     **“Released Parties”** means Defendant and each entity which is controlled by,  
9 controlling or under common control with Defendant and its past, present, and future direct and  
10 indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates,  
11 divisions, officers, directors, shareholders, members, agents, servants, employees, partners,  
12 attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators,  
13 executors, and trustees

14         60.     **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their  
15 respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates,  
16 administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other  
17 advisors, and any other representatives of any of these persons and entities.

18         61.     **“Settlement Administrator”** means Epiq Systems, Inc. or Epiq.

19         62.     **“Service Awards”** means the awards that Class Counsel will request the Court  
20 approve for the Plaintiffs for serving as Class Representatives.

21         63.     **“Settlement Administration Costs”** means all costs and fees of the Settlement  
22 Administrator regarding Notice and Settlement administration.

23         64.     **“Settlement Class”** means all living individuals residing in the United States who  
24 were sent a notice by Defendant that their Private Information may have been impacted in the Data  
25 Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors,  
26 officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the  
27 Action, that Judge's immediate family, and Court staff.

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1           65.    “**Settlement Class Member**” means any member of the Settlement Class who has  
2 not opted-out of the Settlement.

3           66.    “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit  
4 Monitoring that Settlement Class members may elect to Claim pursuant to Section V herein.

5           67.    “**Settlement Fund**” means the \$990,000.00 in cash that Defendant is obligated to  
6 fund under the terms of the Settlement.

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

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

25 **III.    Settlement Fund**

26           70.    Within 10 days following Preliminary Approval, Defendant shall pay or cause to  
27 be paid \$990,000.00, as directed by the Settlement Administrator, to fund the Escrow Account  
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1 establishing the Settlement Fund. Defendant shall not be responsible for any other payments under  
2 the Settlement. The Settlement Fund shall be used to pay all Settlement Administration Costs, any  
3 Court-awarded attorneys' fees, costs, and Service Awards, and all Settlement Class Member  
4 Benefits.

5 71. The funds in the Escrow Account shall be deemed a "qualified settlement fund"  
6 within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the  
7 Escrow Account. The funds shall earn interest for the benefit of the Settlement Class. All taxes  
8 (including any estimated taxes, and any interest or penalties relating to them) arising with respect  
9 to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments  
10 that may be imposed Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with  
11 respect to income earned by the Escrow Account, for any period during which the Escrow Account  
12 does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes  
13 or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs,  
14 and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account  
15 shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless  
16 for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

17 **IV. Certification of the Settlement Class**

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

1 **V. Settlement Consideration**

2 73. Settlement Class Members are entitled to submit Claims to receive Cash Payments  
3 and Credit Monitoring. There are two different types of Cash Payments (Cash Payment A –  
4 Documented Losses or Cash Payment B – Alternate Cash Payment). When submitting a Claim,  
5 Settlement Class members must choose either Cash Payment A or Cash Payment B. Additionally,  
6 Settlement Class members may elect to receive Credit Monitoring. If a Settlement Class Member  
7 does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will  
8 release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

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

10 Settlement Class Members may submit a Claim for a Cash Payment for up to \$3,500.00  
11 per Settlement Class Member upon presentment of documented losses related to the Data Incident.  
12 To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A  
13 on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement  
14 Class Members will be required to submit reasonable documentation supporting the losses. Such  
15 reasonable documentation includes, without limitation and by way of example, unreimbursed  
16 losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with  
17 any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying,  
18 mileage, and long-distance telephone charges, if (i) the loss is an actual, documented, and  
19 unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach; and  
20 (iii) the loss was incurred after the date of the Data Incident. Settlement Class Members shall not  
21 be reimbursed for expenses if they have been reimbursed for the same expenses by another source,  
22 including compensation provided in connection with the identity protection and credit monitoring  
23 services offered as part of the notification letter provided by Defendant or otherwise. If a  
24 Settlement Class Member does not submit reasonable documentation supporting a loss, or if their  
25 Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member  
26 fails to cure his or her Claim, the Claim will be rejected.

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

2           As an alternative to Cash Payment A, a Settlement Class Member may elect to receive  
3 Cash Payment B, which is a flat cash payment in an estimated amount of \$100.00. As described  
4 hereinbelow, the amount will increase or decrease *pro rata* depending on the aggregate dollar  
5 amount of Valid Claims submitted.

6                   **c.       Credit Monitoring**

7           In addition to electing a Cash Payment, Settlement Class Members may elect to receive  
8 up to one year of Credit Monitoring with three credit bureaus.

9           74.    ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will  
10 be subject to a *pro rata* increase in the event the aggregate dollar amount of Valid Claims is  
11 insufficient to exhaust the entire Settlement Fund. Similarly, in the event the aggregate dollar  
12 amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash  
13 Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase  
14 or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for  
15 payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases  
16 to Cash Payments will be on an equal percentage basis.

17 **VI.   Settlement Approval**

18           75.    Within 10 days following execution of this Agreement, Plaintiffs shall file the  
19 Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to  
20 the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

21           76.    The Motion for Preliminary Approval shall, among other things, request the Court:  
22 (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate,  
23 and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only;  
24 (3) approve the Notice Program set forth herein and approve the form and content of the Notices  
25 of the Settlement; (4) approve the Claim Process set forth herein and approve the Claim Form; (5)  
26 approve the procedures for Settlement Class Members to opt-out of the Settlement or for  
27 Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class  
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1 Representatives and Gary M. Klinger, Andrew Shamis, Raina Borrelli, and Jeff Ostrow as Class  
2 Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement;  
3 and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court,  
4 the Parties, Class Counsel, and Defendant's Counsel.

5 **VII. Settlement Administrator**

6 77. The Parties agree that, subject to Court approval, Epiq shall be the Settlement  
7 Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement  
8 Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the  
9 Agreement and comply with all applicable laws, including, but not limited to, the Due Process  
10 Clause of the United States Constitution.

11 78. The Settlement Administrator shall administer various aspects of the Settlement as  
12 described in the next paragraph and perform such other functions as are specified for the Settlement  
13 Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice  
14 Program, handling the Claims Process, administering the Settlement Fund, and distributing the  
15 Cash Payments to Settlement Class Members who submit Valid Claims.

16 79. The Settlement Administrator's duties include:

17 a. Completing the Court-approved Notice Program by noticing the Settlement  
18 Class by Email Notice (if email addresses are available), Postcard Notice, sending out Long Form  
19 Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim  
20 Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending  
21 Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

22 b. Establishing and maintaining the Settlement Fund the Escrow Account  
23 approved by the Parties;

24 c. Establishing and maintaining a post office box to receive opt-out requests  
25 from the Settlement Class, objections from Settlement Class members, and Claim Forms;

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

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1 e. Establishing and maintaining an automated toll-free telephone line for  
2 Settlement Class Members to call with Settlement-related inquiries, and answering the frequently  
3 asked questions of Settlement Class Members who call with or otherwise communicate such  
4 inquiries;

5 f. Responding to any mailed Settlement Class Member inquiries;

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

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

11 i. In advance of the Final Approval Hearing, preparing a declaration for the  
12 Parties confirming that the Notice Program was completed in accordance with the terms of this  
13 Agreement and the Preliminary Approval Order, describing how the Notice Program was  
14 completed, indicating the number of Claim Forms received and the amount of each benefit  
15 claimed, providing the names of each Settlement Class Member who timely and properly requested  
16 to opt-out from the Settlement Class, indicating the number of objections received, and other  
17 information as may be necessary to allow the Parties to seek and obtain Final Approval;

18 j. Distributing, out of the Settlement Fund, Cash Payments by electronic  
19 means or by paper check;

20 k. Sending Settlement Class Members who elect Credit Monitoring emails  
21 instructing how to activate their Credit Monitoring service.

22 l. Paying Court-approved attorneys' fees, costs, and Service Awards out of  
23 the Settlement Fund;

24 m. Paying Settlement Administration Costs out of the Settlement Fund  
25 following approval by Class Counsel; and

26 n. Any other Settlement administration function at the instruction of Class  
27 Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been  
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1 properly administered and that the Cash Payments and Credit Monitoring access information have  
2 been properly distributed.

3 **VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

4 80. Defendant will make available to Class Counsel and the Settlement Administrator  
5 the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent  
6 necessary, Defendant will cooperate with updating the Class List to accomplish the Notice  
7 Program and otherwise administer the Settlement.

8 81. Within 30 days following entry of the Preliminary Approval Order, the Settlement  
9 Administrator shall commence the Notice Program using the forms of Notice approved by the  
10 Court. Where email addresses are provided by Defendant for Settlement Class members, Email  
11 Notice shall be sent by email. Settlement Class members for which email addresses are not  
12 provided, or for those in which emails bounced-back (and a postal address is provided by  
13 Defendant), shall receive a Postcard Notice by mail.

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

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

4 84. The Long Form Notice also shall include a procedure for Settlement Class members  
5 to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement  
6 Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement  
7 Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by  
8 mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day  
9 of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class  
10 member and contain the requestor's name, address, telephone number, and email address (if any),  
11 and include a statement indicating a request to be excluded from the Settlement Class. Any  
12 Settlement Class Member who does not timely and validly request to opt-out shall be bound by  
13 the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

14 85. The Long Form Notice also shall include a procedure for Settlement Class  
15 Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service  
16 Awards, and the Email Notice and Postcard Notice shall direct Settlement Class members to  
17 review the Long Form Notice to obtain the objection instructions. Objections must be filed with  
18 the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement  
19 Administrator. For an objection to be considered by the Court, the relevant Settlement Class  
20 Member must submit the objection no later than the Objection Deadline, as specified in the Notice,  
21 and the relevant Settlement Class Member must not have excluded herself from the Settlement  
22 Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if  
23 received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In  
24 other words, objections by mail postmarked later than the Objection Deadline are late and will not  
25 be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be  
26 deemed to have been submitted on the shipping date reflected on the shipping label.

27 86. For an objection to be considered by the Court, the objection must also set forth:  
28

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

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

5 c. the number of times the objector has objected to a class action settlement  
6 within the 5 years preceding the date that the objector files the objection, the caption of each case  
7 in which the objector has made such objection, and a copy of any orders related to or ruling upon  
8 the objector's prior objections that were issued by the trial and appellate courts in each listed case;

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

12 e. the number of times in which the objector's counsel and/or counsel's law  
13 firm have objected to a class action settlement within the 5 years preceding the date of the filed  
14 objection, the caption of each case in which counsel or the firm has made such objection and a  
15 copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections  
16 that were issued by the trial and appellate courts in each listed case in which the objector's counsel  
17 and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

18 f. the identity of all counsel (if any) representing the objector, and whether  
19 they will appear at the Final Approval Hearing;

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

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

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

25 Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or  
26 objector's counsel. This includes taking depositions and requesting documents.

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1 87. The Settlement Administrator shall perform reasonable address traces for Postcard  
2 Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure  
3 would be to run addresses of returned postcards through the Lexis/Nexis database that can be  
4 utilized for such purpose. No later than 60 days before the original date set for the Final Approval  
5 Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those  
6 Settlement Class members whose new addresses were identified as of that time through address  
7 traces.

8 88. The Notice Program shall be completed no later than 45 days before the initial  
9 scheduled Final Approval Hearing.

10 **IX. Claim Process and Disbursement of Settlement Class Member Benefits**

11 89. The Notice and the Settlement Website will explain to Settlement Class members  
12 that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

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

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

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

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

11 94. Claim Forms that do not meet the terms and conditions of this Settlement shall be  
12 promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise  
13 the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected.  
14 However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or  
15 omitting required information, the Settlement Administrator may send a Notice of Deficiency  
16 explaining what information is missing or inaccurate and needed to validate the Claim and have it  
17 submitted for consideration. The Settlement Administrator shall notify the Claimant using the  
18 contact information provided in the Claim Form. The additional information and/or documentation  
19 can include, for example, answers to questions regarding the validity of the Claimant's physical or  
20 e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the  
21 Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is  
22 later, to reply to the Notice of Deficiency and provide the required information. If the Claimant  
23 timely and adequately provides the requested information and/or documentation, the Claim shall  
24 be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not  
25 timely and completely provide the requested information and/or documentation, the Settlement  
26 Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

15           96.     The Settlement Administrator’s reduction or denial of a Claim is final, subject to  
16 the following dispute resolution procedures:

- 17          a.     The Settlement Administrator shall have 30 days from the Claim Form  
18 Deadline to approve or reject Claims.
- 19          b.     A request for additional information by sending a Notice of Deficiency shall  
20 not be considered a denial for purposes of this Paragraph.
- 21          c.     If a Claim is rejected, the Settlement Administrator shall notify the Claimant  
22 using the contact information provided in the Claim Form. Class Counsel and Defendant’s Counsel  
23 shall be provided with copies of all such notifications to Claimants.
- 24          d.     The Settlement Administrator’s determination as to whether to approve,  
25 deny, or reduce a Claim shall be final and binding.

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

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

8 99. The Settlement Administrator shall distribute the Settlement Class Member  
9 Benefits no later than 30 days after the Effective Date.

10 100. Cash Payments to Settlement Class Members will be made by electronic payment  
11 or by paper check, by sending Settlement Class Members with Valid Claims an email to select  
12 from alternative forms of electronic payment or by paper check. Settlement Class Members will  
13 have a period of 180 days to select their electronic payment. In the event of any complications  
14 arising in connection with the issuance of an electronic payment, the Settlement Administrator  
15 shall provide written notice to Class Counsel and Defendant’s Counsel. Absent specific  
16 instructions from Class Counsel and Defendant’s Counsel, the Settlement Administrator shall  
17 proceed to resolve the dispute using its best practices and procedures to ensure that the funds are  
18 fairly and properly distributed to the person or persons who are entitled to receive them. In the  
19 event the Settlement Administrator is unable to distribute funds to the person or persons entitled  
20 to receive them due to incorrect or incomplete information provided to the Settlement  
21 Administrator, the funds shall become residual funds, and the Settlement Class Member shall  
22 forfeit their entitlement right to the funds.

23 101. The Settlement Administrator will send an email to Settlement Class Members with  
24 Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit  
25 Monitoring, including the activation code.

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1 **X. Final Approval Order and Final Judgment**

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

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

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

1 **XI. Attorneys' Fees, Costs and Service Awards**

2 104. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-  
3 third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost  
4 awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement  
5 Fund by wire transfer to an account designated by Class Counsel within 5 days of Final Approval.

6 105. Class Counsel shall apply to the Court for Service Awards in the amount of  
7 \$5,000.00 for each Class Representative. The Service Awards approved by the Court shall be paid  
8 by the Settlement Administrator out of the Settlement Fund by wire transfer to an account  
9 designated by Class Counsel within 5 days of Final Approval

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

15 **XII. Disposition of Residual Funds**

16 107. In the event there are funds remaining in the Settlement Fund 20 days following the  
17 180-day period to cash checks or for Settlement Class Members to select the form of electronic  
18 payment, following payment of Settlement Class Member Payments, any residual shall be  
19 distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The  
20 Parties agree to propose the Electronic Privacy Information Center as the *cy pres* recipient.

21 **XIII. Releases**

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

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

10 The Releasing Parties agree that, once this Agreement is executed, they will not, directly or  
11 indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily  
12 assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding,  
13 in any capacity whatsoever, against any of the Released Parties based on any of the Released  
14 Claims.

15 109. Settlement Class members who opt-out of the Settlement prior to the Opt-Out  
16 Deadline do not release their claims and will not obtain any benefits, including any Settlement  
17 Class Member Benefit, under the Settlement.

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

24 **XIV. Termination of Settlement**

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

27 a. Court approval of the Settlement consideration set forth in Section V and  
28 the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

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

4 d. The Effective Date has occurred.

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

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

15 114. In the event this Agreement is terminated or fails to become effective, all funds in  
16 the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no  
17 right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement  
18 Administration Costs paid or due to be paid. After payment of any Settlement Administration Costs  
19 that have been incurred and are due to be paid from the Settlement Fund, the Settlement  
20 Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of  
21 termination.

22 **XV. Effect of Termination**

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

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

8 **XVI. No Admission of Liability**

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

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

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

4 120. Neither the Settlement, nor any act performed or document executed pursuant to or  
5 in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission  
6 of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members,  
7 or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may  
8 be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties,  
9 in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

15 **XVII. Miscellaneous Provisions**

16 122. *Confidentiality.* To the extent permitted by ethics rules, the Parties and their  
17 counsel shall keep confidential all settlement communications, including communications  
18 regarding the negotiation and drafting of this Agreement. The Parties will not make any public  
19 statement about the settlement that has not been approved by the other side, except as required or  
20 authorized by law. Approval of any proposed public statement of the other side will not be  
21 unreasonably withheld. The Parties will cooperate with each other regarding public statements  
22 about the settlement and may issue a joint statement/press release if they mutually agree to do so.  
23 This paragraph shall not be construed to limit or impede the Notice requirements contained in this  
24 Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel  
25 from notifying or explaining that the Action has settled or limit the representations that the Parties  
26 or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,  
27 Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant  
28

1 may also provide information about the Settlement to its attorneys, members, partners, insurers,  
2 brokers, agents, and other persons or entities as required by securities laws or other applicable laws  
3 and regulations.

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

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

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

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

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

22 128. **No Conflict Intended.** Any inconsistency between the headings used in this  
23 Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

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

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

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

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

19           If to Plaintiffs or Class Counsel:

20                   Gary M. Klinger  
21                   **Milberg Coleman Bryson**  
22                   **Phillips Grossman PLLC**  
23                   227 Monroe St., Ste. 2100  
24                   Chicago, IL 60606  
25                   gklinger@milberg.com

26                   Andrew Shamis  
27                   **Shamis & Gentile, P.A.**  
28                   14 NE 1st Ave, Suite 705  
                    Miami, FL 33132  
                    shamis@shamisgentile.com

                    Raina Borrelli  
                    **Strauss Borrelli PLLC**  
                    980 N. Michigan Ave., Ste. 1610

1 Chicago, IL 60611  
2 raina@straussborrelli.com

3 Jeff Ostrow  
4 **Kopelowitz Ostrow P.A.**  
5 1 West Las Olas Blvd., Ste. 500  
6 Fort Lauderdale, FL 33301  
7 ostrow@kolawyers.com

8 If to Defendant or Defendant's Counsel:

9 Simone McCormick  
10 **Pierson Ferdinand**  
11 4207 SE Woodstock Blvd., #187  
12 Portland, OR 97206  
13 simone.mccormick@pierferd.com

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

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

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

23 135. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members),  
24 and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their  
25 behalf have full power and authority to bind every person, partnership, corporation, or entity  
26 included within the definitions of Plaintiffs and Defendant respectively to all terms of this  
27 Agreement. Any person executing this Agreement in a representative capacity represents and  
28 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.

136. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be  
considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute,

1 case law, or rule of interpretation or construction that would or might cause any provision to be  
2 construed against the drafter of this Agreement.

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

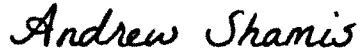
18 138. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically  
19 warrants that he, she, or it has fully read this Agreement and the Releases contained herein,  
20 received independent legal advice with respect to the advisability of entering into this Agreement  
21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

23  
24 *Signature Page to Follow*  
25  
26  
27  
28

1 **CLASS COUNSEL (for Plaintiffs and the**  
2 **Settlement Class)**

3 

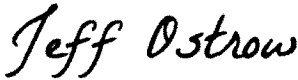
4 \_\_\_\_\_  
5 Gary M. Klinger  
6 MILBERG COLEMAN BRYSON  
7 PHILLIPS GROSSMAN, PLLC

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10 Andrew Shamis  
11 SHAMIS & GENTILE, P.A.

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14 Raina C. Borrelli  
15 STRAUSS BORRELLI PLLC

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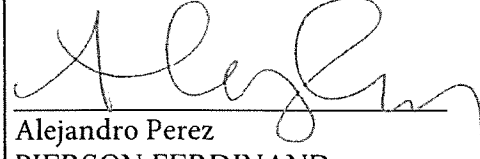
17 \_\_\_\_\_  
18 Jeff Ostrow  
19 KOPELOWITZ OSTROW P.A.

20 **DEFENDANT**

21 

22 \_\_\_\_\_  
23 By: Brooke Anthony  
24 Its: Vice President

25 **COUNSEL FOR DEFENDANT**

26 

27 \_\_\_\_\_  
28 Alejandro Perez  
PIERSON FERDINAND

**— EXHIBIT 1 —**

FROM: EMAIL ADDRESS  
TO: EMAIL ADDRESS  
RE: ENROLL CONFIDENTLY COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>

United States District Court for the District of Arizona  
*Voelker, et al. v. Enroll Confidently Inc.,*

**If you were sent notice that your Private Information may have been impacted in the Data Incident involving Enroll Confidently Inc., on or about February 13, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

You can file your Claim Form [here](#).

A \$990,000.00 settlement has been reached in a class action lawsuit against Enroll Confidently Inc., (“Defendant”) related to a Data Incident involving the Defendant. The Defendant denies the claims in the lawsuit, but the parties have agreed to the settlement.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

**What Does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

- **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$3,500.00 per Settlement Class Member; **OR**
- **Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash payment in the *estimated* amount of \$100.00; **AND**
- **Credit Monitoring** - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive one year of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims. More information is available in the [Settlement Agreement](#) or the [Long Form Notice](#).

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

**This notice is a summary.** Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

**— EXHIBIT 2 —**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO. XXXX

**BARCODE  
NO-PRINT  
ZONE**

Enroll Confidentially Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

Court-Approved Legal Notice

*Voelker, et al. v. Enroll Confidentially Inc.*, Case No.  
2:24-cv-01886, United States District Court for the  
District of Arizona

**If you were sent notice that your Private  
Information was impacted in the Data  
Incident involving Enroll Confidentially Inc.,  
on or about February 13, 2024, you may  
be entitled to Settlement Class Member  
Benefits from a Settlement.**

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

www.XXXXXXXXXXXXX.com  
1-XXX-XXX-XXXX

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



A \$990,000.00 settlement has been reached in a class action lawsuit against Enroll Confidentially Inc., ("Defendant") related to a Data Incident involving the Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members' Private Information on or about February 13, 2024. Private Information includes but is not limited to names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information. The Defendant denies the claims in the lawsuit, but the parties have agreed to the settlement.

**Who is Included?** Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

**What does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form online or mail postmarked by Month XX, 20YY, for the following Settlement Class Member Benefits:

**Cash Payment A - Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$3,500.00 per Settlement Class Member;

**OR**

**Cash Payment B - Alternative Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash payment in the estimated amount of \$100.00;

**AND**

**Credit Monitoring:** In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive up to one year of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by Month XX, 20YY**. If you do not opt out, you will give up the right to sue and will release the Defendant and Release Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement Agreement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement. Class Counsel's attorneys' fees up to 1/3 of the Settlement Fund, plus reimbursement of costs, Service Awards, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

**This notice is a summary. Learn more about the Settlement** at [www.XXXXXX.com](http://www.XXXXXX.com), or by calling toll free 1-XXX-XXX-XXX.



PLACE  
STAMP  
HERE

**BARCODE  
NO-PRINT  
ZONE**

Enroll Confidentially Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx



**— EXHIBIT 3 —**

**If you were sent notice that your Private Information May Have been impacted in the Data Incident involving Enroll Confidentially Inc., on or about February 13, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- A \$990,000.00 settlement has been reached in a class action lawsuit against Enroll Confidentially Inc., (“Defendant”) related to a Data Incident involving the Defendant and resulting in the potential temporary unauthorized access to or acquisition of Settlement Class members’ Private Information on or about February 13, 2024. Private Information means the information collected by Defendant for its current and former employees and clients as outlined in mailed Notices which may have included, but not limited to, names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information.
- The Settlement Class includes all living individuals residing in the United States who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$3,500.00 per Settlement Class Member;

**OR**

**Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash payment in the *estimated* amount of \$100.00;

**AND**

**Credit Monitoring** - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive one year of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Exclude Yourself</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the

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

Settlement.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Diane J. Humetewa of the United States District Court for the District of Arizona is overseeing this class action. The lawsuit is known *Voelker, et al. v. Enroll Confidently Inc.*, Case No. 2:24-cv-01886 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Enroll Confidently Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated related to a Data Incident involving the Defendant .

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

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

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a living individual residing in the United States and was sent a notice by Defendant that your Private Information may have been impacted in the Data Incident.

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

**6. Are there exceptions to being included in the Settlement?**

Yes. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff.

**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Settlement Class member, you may go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX.

**THE SETTLEMENT BENEFITS**

**8. What does this Settlement provide?**

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses**

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$3,500.00 per Settlement Class Member.

Examples of expenses incurred as a result of the Data Incident include (but are not limited to): unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Your reasonable documentation must show (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.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be denied.

**Cash Payment B – Alternate Cash**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash payment in the *estimated* amount of \$100.00.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Settlement Fund (after payment of Settlement Administration Costs, and any Court-awarded attorneys fees, costs, and Service Awards), your Cash Payment may be subject to a *pro rata* reduction.

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

Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

### **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive one year of free Credit Monitoring with three credit bureaus.

### **9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

### **10. What are the Released Claims?**

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Enroll Confidently Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### **12. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Enroll Confidently Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

### 13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) for updates.

### EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

### 14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Enroll Confidently Data Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Enroll Confidently Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

### 15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

### 16. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

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

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Voelker, et al. v. Enroll Confidentially Inc.*, Case No. 2:24-cv-01886.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of all lawyers who represent you as the objector, including any former or current lawyers 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 and whether they will appear at the Final Approval Hearing;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- 7) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's lawyer.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

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

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court District of Arizona 401 West Washington St. Phoenix, AZ 85003	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301  Gary Klinger Milberg Coleman Bryson Phillips & Grossman PLLC 227 Monroe Street Suite 2100 Chicago, IL 60606  Raina Borrelli Strauss Borrelli PLLC 980 N. Michigan Avenue Suite 1610 Chicago, IL 60611  Andrew Shamis Shamis & Gentile, P.A. 14 NE 1 <sup>st</sup> Ave Suite 705 Miami, FL 33132	Simone McCormick Pierson Ferdinand LLC 4207 SE Woodstock Blvd. Suite 187 Portland, OR 97206	Enroll Confidently Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

## THE LAWYERS REPRESENTING YOU

### 19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg Coleman Bryson Phillips & Grossman, PLLC, Raina C. Borrelli of Strauss Borrelli PLLC, and Andrew Shamis of Shamis & Gentile, P.A. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

### 20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$5,000.00 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

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

## THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Application for Attorneys’ Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Diane J. Humetewa at the Sandra Day O’Connor United States Courthouse, 401 West Washington St., Phoenix, AZ 85003. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing have not changed.

### 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

## GET MORE INFORMATION

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

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). You may get additional information at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Enroll Confidentially Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE  
REGARDING THIS NOTICE.**

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

**— EXHIBIT 4 —**

MAIL ID

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**Must be postmarked or submitted online NO LATER THAN [DATE]**

*Enroll Confidently Data Incident*  
SETTLEMENT ADMINISTRATOR  
P.O. BOX XXXX  
PORTLAND, OR XXXXX-XXXX  
www.XXXXXXXXXX.com

**Voelker, et al. v. Enroll Confidently Inc., Claim Form**

Case No. 2:24-cv-01886

**GENERAL INFORMATION**

If you received Notice of this Settlement, you are a potential member of the Settlement Class. You were identified by Enroll Confidently Inc. (“Defendant”) as an individual whose Private Information may have been impacted in the Data Incident incident that took place on or about February 13, 2024, involving the Defendant and potentially resulting in the unauthorized access to your Private Information. The Private Information involved was specified in the data breach notice you received and may include some combination of names, addresses, Social Security numbers, dates of birth, health insurance and benefit information, and medical information.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.XXXXXXXXXX.com. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.**

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**You may submit a Claim for one of the Cash Payment options:**

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$3,500.00. Supporting documentation is required.
- OR**
2. **Cash Payment B – Alternative Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash payment in the estimated amount of \$100.00.

The actual amount of your Cash Payment (A or B) will be determined based on the amount remaining in the Settlement Fund after the payment of Settlement Administration Costs, any attorneys’ fees and costs awarded by the Court, Service Awards to the Class Representatives approved by the Court, and Credit Monitoring costs. The amount may increase or decrease based upon the number of Valid Claims and the total amount of the approved Claims. The increase or decrease will be *pro rata*.

**AND**

**Credit Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternative Cash Payment), you may also submit a Claim Form to receive one year of free Credit Monitoring.

\* \* \*

*Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.*

For more information and complete instructions visit **www.XXXXXXXXXX.com**

**Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.**

Questions? Go to **www.XXXXXXXXXX.com** or call **1-XXX-XXX-XXXX**

MAIL ID

\*0000PLACEHOLDER0000\*

### Contact Information

**1. NAME (REQUIRED):**

First Name

MI

Last Name

**2. MAILING ADDRESS (REQUIRED):**

Street Address

Apt. No.

City

State

ZIP Code

**3. PHONE NUMBER:**

 -  - 

**4. EMAIL ADDRESS:**

**5. UNIQUE ID:**

### Credit Monitoring Services

*You may be eligible to receive free Credit Monitoring services.*

All Settlement Class Members are eligible to claim Credit Monitoring services.

*Please select the checkbox if you want the Credit Monitoring services for which you are eligible.*

**Credit Monitoring services:** I want one free year of Credit Monitoring services at the email entered in the above section.

*If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.*

MAIL ID

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### Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to \$3,500.00 total. Eligible losses include those incurred after February 13, 2024, and up to the date of filing your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

Any submitted reasonable documentation must show: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss was incurred after the date of the Data Incident.

To look up more details about how the Cash Payments work, visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX. Please also review the Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns and account fraud.  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.  <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to the Data Incident.  <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>

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

MAIL ID

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**Cash Payment B – Alternative Cash Payment**

Instead of Cash Payment A, without providing documentation, you may elect to receive an Alternative Cash Payment, estimated to be \$100.00. Your Alternative Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment up or down based upon the total value of all Valid Claims and other approved Settlement Fund deductions.

**By checking this box, I affirm I want to receive an Alternative Cash Payment under Cash Payment B.**

**Signature**

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

[Signature box]

Signature

Date:   -   -      
MM DD YYYY

[Print Name box]

Print Name

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