

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Kamal Bitmouni, (“Plaintiff”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 24), and (2) Paysafe Payment Processing Solutions, LLC (“Defendant” or “Paysafe”) (collectively the “Parties”), in the action pending in the United States District Court for the Northern District of California, Case No. 3:21-cv-00641-JCS (the “Litigation”). This Agreement shall supersede and replace the Settlement Agreement executed on December 27, 2022.

RECITALS

WHEREAS, the Litigation, a proposed class action lawsuit, was filed on January 27, 2021, in the United States District Court for the Northern District of California, relating to a data security incident disclosed by Paysafe on or about December 16, 2020, potentially affecting certain sensitive personally identifiable information of people who enrolled for merchant accounts with Paysafe’s affiliates.

WHEREAS, on October 11, 2021, Plaintiff filed an Amended Class Action Complaint.

WHEREAS, on March 30, 2022, Plaintiff filed a Second Amended Class Action Complaint.

WHEREAS Paysafe continues to deny: (a) the allegations and all liability with respect to any and all facts and claims alleged in the Litigation; (b) that the class representative in the Litigation and the classes he purports to represent have suffered any damage; and (c) that the Litigation satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23.

WHEREAS Paysafe provided certain information requested by counsel for Plaintiff.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Litigation, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

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

1. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.
2. “Attested Time” means time spent remedying issues related to the Data Security Incident, as provided in Section IV of this Agreement.

3. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses and Attested Time under the terms of the Settlement, which is attached hereto as Exhibit 2.

4. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

6. “Class Counsel” means Michael Anderson Berry, Gregory Haroutunian, John A. Yanchunis, and Ryan D. Maxey.

7. “Court” means the Honorable Joseph C. Spero, or such other judge to whom the Litigation may hereafter be assigned.

8. “Data Security Incident” means the data security incident initially disclosed by Paysafe in or around December 2020.

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

10. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 83 and 85.

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

12. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, entering judgment in accord with the terms of this Settlement Agreement, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Settlement Agreement. The Parties agree to the Court entering a Final Approval Order and Judgment consistent with the proposed Final Approval Order and Judgment attached hereto as Exhibit 3.

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

14. “Litigation” means the class action lawsuit captioned *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC*, Case No. 3:21-cv-00641-JCS pending in the United States District Court for the Northern District of California.

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

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

17. “Non-Profit Residual Recipient” means a non-profit organization approved by the Court following distribution of Settlement payments for Approved Claims.

18. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form attached hereto as Exhibit 1.

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

20. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be ninety (90) days after the Notice Deadline.

22. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a Request for Exclusion from the Settlement Class, which will be ninety (90) days after the Notice Deadline.

23. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Security Incident, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with investigating or remediating fraud or identity theft, including professional fees such as attorneys’ fees and accountants’ fees, fees for credit repair services, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, and costs for obtaining credit monitoring or other mitigative services, that were incurred on or between May 1, 2018 and the Notice Deadline.

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

25. “Paysafe’s Counsel” means Debevoise & Plimpton LLP.

26. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

27. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, statutory damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: 1) the disclosure of the Participating Settlement Class Members’ personal information in the Data Security Incident; 2) Paysafe’s maintenance of the Participating Settlement Class Members’ personal information as it relates to the Data Security Incident; 3) Paysafe’s security policies and practices as it relates to the Data Security Incident; or 4) Paysafe’s provision of notice to the Participating Settlement Class Members following the Data Security Incident.

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

29. “Residual Cash Payment” is the payment made to all Participating Settlement Class Members on a *pro rata* basis from what remains of the Net Settlement Fund after all valid claims for Out-of-Pocket losses and Attested Time have been deducted from it.

30. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this litigation.

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

32. “Settlement Administrator” means the administrator chosen by Class Counsel. Class Counsel and Paysafe’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

33. “Settlement Class” means the individuals identified on the Settlement Class List, which includes all individuals who were notified by direct notice by Paysafe that their personal information was or may have been compromised in the Data Security Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

34. “Settlement Class List” means the list generated by Paysafe containing the full names, current or last known addresses where known, for all persons who fall under the definition of the Settlement Class, which Paysafe shall provide to the Settlement Administrator within twenty-one (21) days of entry of the Preliminary Approval Order.

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

36. “Settlement Class Representative” means Kamal Bitmouni.

37. “Settlement Fund” means two million dollars and zero cents (\$2,000,000.00) to be paid by Paysafe or its insurance carrier as specified in Paragraphs 41–46, including any interest accrued thereon after payment.

38. “Settlement Payment” or “Settlement Check” means the payment to be made electronically via Zelle, Venmo, or PayPal, or mailed in the form of a check to a Participating Settlement Class Member pursuant to Paragraphs 54–61.

39. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaints in the Litigation. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

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

II. SETTLEMENT FUND

41. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Effective Date, Paysafe will pay to the Claims Administrator the Settlement Fund minus the amounts advanced for notice and claims administration costs as described in the next sentence. Within thirty (30) days of entry of the Preliminary Approval Order, Paysafe will pay \$100,000.00 from the Settlement Fund to the Claims Administrator to defray the actual expenses of notice and claims administration. To the extent this Settlement Agreement is not finally approved, Paysafe will be entitled to the return of any amounts not already incurred by the Claims Administrator in connection with Settlement Administration.

42. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Paysafe in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 76.

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

44. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 76.

45. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Award Payment approved by the Court; (iv) Fee Award and Costs; (v) reimbursement for Out-of-Pocket Losses and Attested Time; (vi) Residual Cash Payments, and (vii) payments to the Non-Profit Residual Recipient, if relevant. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

46. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court.

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

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

47. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$25,000.00 for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; and (ii) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Out-of-Pocket Losses on the minor’s behalf.

48. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Security Incident but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after May 1, 2018; and (ii) in the case of Out-of-Pocket Losses associated with fraud or identity theft, whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Paysafe’s notices of the Data Security Incident. Costs expended for mitigation measures such as credit monitoring services, fraud resolution services, and professional services incurred to address fraud or identity theft on or after May 1, 2018, shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

49. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to ten (10) hours at twenty-five dollars (\$25) per hour. To receive reimbursement for Attested Time, Settlement Class Members must submit a valid Claim Form that includes a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. Claims for Attested Time are capped at \$250.00 per individual. A claim for Attested Time may be combined with reimbursement for

Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000.00 individual cap for Out-of-Pocket Losses.

50. **Assessing Claims for Attested Time.** The Settlement Administrator shall have sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

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

IV. RESIDUAL CASH PAYMENTS

52. **Residual Cash Payments.** All Participating Settlement Class Members are entitled to receive a cash payment in an amount equal to a *pro rata* share of any funds remaining in the Net Settlement Fund after payment of all Approved Claims for Out-of-Pocket Losses and Attested Time.

V. PRO RATA ADJUSTMENTS

53. **Pro Rata Adjustments Downward for All Claims.** If the aggregate value of Approved Claims for Out-Of-Pocket Losses and Attested Time exceeds \$400,000, the amount of each such claim shall be reduced *pro rata* so that the aggregate value of all such claims equals \$400,000, and Residual Cash Payments will be made from the remaining Net Settlement Fund.

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

54. **Payment Timing for Out-of-Pocket Losses and Attested Time.** Settlement Payments for Out-of-Pocket Losses and Attested Time shall be made as soon as practicable after the approval and allocation of Claims by the Settlement Administrator following the Effective Date, and shall be issued in the form of an electronic payment via Zelle, Venmo, or PayPal, or mailed in the form of a check to a Participating Settlement Class Member by the Settlement Administrator pursuant to Paragraphs 55–62.

55. **Expiration of Checks for Out-of-Pocket Losses and Attested Time.** Settlement Checks for Out-of-Pocket Losses and Attested Time shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check payable for Out-of-Pocket Losses or Attested Time is not cashed within sixty (60) days after the date of

issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

56. **Uncashed Checks for Out-of-Pocket Losses and Attested Time.** To the extent that a Settlement Check payable for Out-of-Pocket Losses or Attested Time is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissue a check or mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and will thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

57. **Payment Timing for Residual Cash Payments.** Settlement Checks for Residual Cash Payments shall be issued as soon as practicable after payment of all Approved Claims for Out-of-Pocket Losses and Attested Time and following the expiration period for any uncashed Settlement Checks issued in connection therewith pursuant to Paragraphs 55–56, and shall be mailed in the form of a check to a Participating Settlement Class Member by the Settlement Administrator pursuant to Paragraphs 58–62.

58. **Expiration of Checks for Residual Cash Payments.** Settlement Checks for Residual Cash Payments shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

59. **Uncashed Checks for Residual Cash Payments.** Settlement Checks for Residual Cash Payments shall be void if not cashed within ninety (90) days after the date of issue.

60. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Paysafe after the Effective Date. Any undistributed funds shall be awarded to the Non-Profit Residual Recipient, which acts for the benefit of residents of California, in recognition of the statutory rights being released by California Settlement Subclass members, subject to the Court's approval.

61. **Payments to Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Payment to the Participating Settlement Class Member's estate upon receiving proof that the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

VII. CLAIM SUBMISSION

62. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms for Out-of-Pocket Losses and Attested Time to the

Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. Paysafe shall not be entitled to access information regarding which Participating Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement, except that Paysafe's Counsel may obtain this information on a showing of good cause, including but not limited to any disputes arising out of the claims process.

VIII. BUSINESS PRACTICE COMMITMENTS

63. **Business Practice Changes.** Paysafe has agreed to implement and/or maintain certain reasonable steps to enhance the security of its systems and environments, including certain remedial measures and enhanced data security measures, including cybersecurity training and awareness programs, data security policies, monitoring and response capabilities, and restrictions on accessing PII. In addition, the legacy website involved in the Data Security Incident has been disabled.

IX. SETTLEMENT CLASS NOTICE

64. **Notice.** Within twenty-one (21) days of entry of the Preliminary Approval Order, Paysafe shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall execute a Business Associate Agreement, including an agreement to maintain the confidentiality of the Settlement Class List, to implement appropriate safeguards to prevent unauthorized access to the Settlement Class List, and to use the Settlement Class List strictly for the business purpose of administering the Settlement. The Settlement Administrator shall not provide the Settlement Class List to Class Counsel. Within nine (9) days after receipt of the Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class Members. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

X. OPT-OUTS AND OBJECTIONS

65. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than ninety (90) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

66. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by either appearing at the Final Approval Hearing via Zoom and/or by submitting written objections to the Court no later than ninety (90) days after the Notice Deadline. The written objection must include: (i) the case name

and number; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the date and time of the Final Approval Hearing (subject to change) and instructions on how to access it remotely, and a statement that any Settlement Class Member can elect to object at the Final Approval Hearing regardless of whether they have submitted a timely written objection.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all Claims submitted by Participating Settlement Class Members;
- h. Receiving Requests for Exclusion from Settlement Class Members and providing Class Counsel and Paysafe's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Paysafe's Counsel;
- i. After the Effective Date, processing and transmitting Settlement Payments to Participating Settlement Class Members;

- j. Providing weekly or other periodic reports to Class Counsel and Paysafe's Counsel that include information regarding the number of Settlement Payments sent or Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Paysafe's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Paysafe's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

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

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

70. **Expenses.** The total amount of to be paid to the Settlement Administrator shall be limited to a maximum of \$ 399,000, subject to Court approval.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

71. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

72. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval no later than May 3, 2023.

73. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

74. **Jurisdiction.** The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain exclusive jurisdiction over all parties to this Action and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. From and after the entry of the Preliminary Approval Order, all Class Members who have not opted out are barred and enjoined from filing, commencing, continuing, prosecuting, intervening in, or participating as class members in any other suit, action, proceeding, case, controversy, or dispute in any jurisdiction against any or all of the Released Parties based on or relating to the Agreement or the matters, claims, or causes of action, or the facts and circumstances relating thereto in this Litigation, that are to be released upon entry of the Final Approval Order and Judgment pursuant to the Agreement, except as required by law or as required to effectuate this Agreement. Furthermore, all persons are enjoined from filing, commencing, prosecuting, litigating, or continuing a lawsuit in any jurisdiction on behalf of Settlement Class Members who have not timely excluded themselves, that is based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation.

XIII. MODIFICATION AND TERMINATION

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

76. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. Paysafe reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Paysafe did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

77. **Termination.** Settlement Class Representative and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within seven (7) days of: (1) the Court’s refusal to issue the Preliminary Approval Order; or (2) within fourteen (14) days of any of the following: (i) the Court’s refusal to enter the Final Approval Order and Judgment, or (ii) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

78. **Effect of Termination.** In the event of a termination as provided in Paragraph 76, this Agreement and the Settlement shall be considered null and void; all of the Parties’ obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

XIV. RELEASES

79. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, present and former (“Releasing Parties”), shall be deemed to have fully, finally, and forever released, acquitted, and discharged Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (collectively, the “Released Persons”) from any and all Released Claims. This release expressly includes Paysafe’s insurer with respect to all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for negligence, invasion of privacy, violations of California’s Unfair Competition Law (cal. Bus. & Prof. Code § 17200, et seq.), and violations of California’s Consumer Privacy Act (Cal. Civ. Code § 1798.150).

80. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing, or the Released Claims, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators,

representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiff and Participating Settlement Class Members expressly shall have and by operation of the Final Approval Order and Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

81. Release of Class Representative and Class Counsel. Upon the Effective Date, Paysafe and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representative and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

82. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. Likewise, Paysafe and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against Settlement Class

Representative and Class Counsel or based on any actions taken by Settlement Class Representative and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any claim or proceeding described in this Section.

83. **Satisfaction of Judgment.** Once all obligations in this Settlement Agreement have been satisfied, the Parties agree to file a satisfaction of judgment with the Court.

XV. SERVICE AWARD PAYMENT

84. **Service Award Payment.** At least thirty-five (35) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representative in recognition of his contributions to this Litigation. Paysafe agrees not to oppose Class Counsel's request for a service award not to exceed \$15,000.00. The Settlement Administrator shall make the Service Award Payment to the Settlement Class Representative from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

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

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

86. **Attorneys' Fees and Costs and Expenses.** At least thirty-five (35) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. Class Counsel will request an award of attorneys' fees not to exceed twenty five percent (25%) of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed \$50,000. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Paysafe and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

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

XVII. NO ADMISSION OF LIABILITY

88. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with

this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

XVIII. MISCELLANEOUS

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

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

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

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

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

95. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

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

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

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

M. Anderson Berry (SBN 262879)
Gregory Haroutunian (SBN 330263)
CLAYEO C. ARNOLD,
A PROFESSIONAL LAW CORP.
865 Howe Avenue
Sacramento, CA 95825
Telephone: (916) 777-7777
Facsimile: (916) 924-1829
aberry@justice4you.com
gharoutunian@justice4you.com

John A. Yanchunis
Ryan D. Maxey
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
(813) 223-5505
jyanchunis@ForThePeople.com
rmaxey@ForThePeople.com

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

Jim Pastore
Kristin D. Kiehn
DEBEVOISE AND PLIMPTON
919 Third Avenue
New York, NY 10022
212-909-6000
jjpastore@debevoise.com
kdkiehn@debevoise.com

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

99. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

By: Philip J. Ragona

Date: May 1, 2023

Printed Name: Philip J. Ragona
Title: SVP and Deputy General Counsel
on behalf of Paysafe Payment Processing Solutions, LLC

Its: _____

By: _____

Date: _____

Jim Pastore
Debevoise & Plimpton LLP

By: _____

Date: _____

Kristin D. Kiehn
Debevoise & Plimpton LLP

Counsel for Paysafe

By: _____

Date: _____

Ryan D. Maxey
MORGAN & MORGAN

By: _____

Date: _____

M. Anderson Berry
ARNOLD LAW FIRM

By: _____

Date: _____

John A. Yanchunis
MORGAN & MORGAN

By: _____

Date: _____

Gregory Haroutunian
ARNOLD LAW FIRM

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Printed Name: _____

On behalf of Paysafe

Its: _____

By: 

Jim Pastore
Debevoise & Plimpton LLP

Date: May 1, 2023

By: 

Kristin D. Kiehn
Debevoise & Plimpton LLP

Date: 5-1-23

Counsel for Paysafe

By: _____

Date: _____

Ryan D. Maxey
MORGAN & MORGAN

By: _____

Date: _____

M. Anderson Berry
ARNOLD LAW FIRM

By: _____

Date: _____

John A. Yanchunis
MORGAN & MORGAN

By: _____

Date: _____

Gregory Haroutunian
ARNOLD LAW FIRM

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Printed Name: _____

On behalf of Paysafe

Its: _____

By: _____

Date: _____

Jim Pastore

Debevoise & Plimpton LLP

By: _____

Date: _____

Kristin D. Kiehn

Debevoise & Plimpton LLP

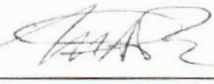
Counsel for Paysafe

By:  _____

Date: MAY 2, 2023

Ryan D. Maxey

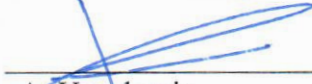
MORGAN & MORGAN

By:  _____

Date: May 1, 2023

M. Anderson Berry

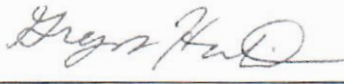
ARNOLD LAW FIRM

By:  _____

Date: MAY 2, 2023

John A. Yanchunis

MORGAN & MORGAN

By:  _____

Date: May 1, 2023

Gregory Haroutunian

ARNOLD LAW FIRM

Counsel for Plaintiff and the Settlement Class

EXHIBIT 1

Long Notice

Notice of Paysafe Data Security Incident Class Action Settlement

*A California federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).

- A Settlement has been proposed in a class action lawsuit against Paysafe Payment Processing Solutions, LLC (“Paysafe”), relating to a data security incident that Paysafe initially disclosed in or around December 2020 (the “Data Security Incident”). The Data Security Incident occurred from May 2018 to October 2020, during which time a legacy server under Paysafe’s custody or control may have been accessed without authorization. As a result, Personal Information of thousands of individuals who enrolled for merchant services with Paysafe’s affiliate(s) may have been accessed by unauthorized persons. The Personal Information obtained may have included name, contact details, Social Security number, and bank account information. If your Personal Information may have been compromised as a result of the Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Paysafe has agreed to establish a \$2.0 million Settlement Fund to: (1) reimburse Class Members for up to \$25,000 in Out-Of-Pocket Losses and/or Attested Time; and (2) provide cash payments equal to a *pro rata* share of what remains in the Net Settlement Fund after payment of all valid claims for Out-of-Pocket Losses and Attested Time and other fees and expenses (“Residual Cash Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, a court-approved Service Award for the named Plaintiff, and attorneys’ fees and costs. In addition, Paysafe has agreed to undertake certain remedial measures and enhanced data security measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM EARLIEST DEADLINE: [XXXX XX, 202X]	Submitting a Claim Form is the only way that you can receive reimbursement for Out-of-Pocket Losses and/or Attested Time. If you submit a Claim Form, you will give up the right to sue Paysafe and certain related parties in a separate lawsuit about the legal claims this Settlement resolves. You do not need to submit a Claim Form to receive a Residual Cash Payment.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: [XXXX XX, 202X]	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Paysafe, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: [XXXX XX, 202X]	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You may also object to the Settlement by appearing at the Final Approval Hearing via Zoom. If you object, you may still file a Claim Form to receive reimbursement for Out-of-Pocket Losses and/or Attested Time and you will still be entitled to receive a Residual Cash Payment, but you will give up the right to sue Paysafe in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING DATE: [XXXX XX, 202X]	You may attend the Final Approval Hearing via Zoom where the Court will hear arguments about whether to approve the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will receive a Residual Cash Payment and you will give up your rights to sue Paysafe and certain related parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.

BASIC INFORMATION

1. Why did I get this Notice?

The United States District Court for the Northern District of California authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Joseph C. Spero of the U.S. District Court for the Northern District of California is overseeing this class action. The case is known as *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC*, Case No. 3:21-cv-00641-JCS (the “Action”). The person who filed this lawsuit is called the “Plaintiff” and the entity he sued, Paysafe Payment Processing Solutions, LLC (“Paysafe”), is called the “Defendant.” The Plaintiff and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or about November 6, 2020, Paysafe discovered that an unauthorized actor may have accessed a legacy server under Paysafe’s custody or control from May 2018 to October 2020. As a result, Personal Information of approximately 91,706 individuals who enrolled for merchant services with Paysafe’s affiliate(s) may have been accessed. Impacted Personal Information may have included name, contact details, Social Security number, and bank account information.

The Plaintiff claims that Paysafe failed to adequately protect his and other Class Members’ Personal Information and that he and other Class Members were injured as a result. Paysafe denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Paysafe denies these and all other claims made in the Action. By entering into the Settlement, Paysafe is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Settlement Class Representative in this case is Kamal Bitmouni.

4. Why is there a Settlement?

The Settlement Class Representative and Paysafe do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Settlement Class Representative or Paysafe. Instead, the Settlement Class Representative and Paysafe have agreed to settle the Action. The Class Representative and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Paysafe.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a member of the Settlement Class:

All individuals who were notified by direct notice by Paysafe that their personal information was or may have been compromised in the Data Security Incident.

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member. More specifically, you are a Settlement Class Member, and you are affected by this Settlement.

You may contact the Settlement Administrator if you have any questions as to whether you are a Settlement Class Member.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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 Class Member, you may go to the Settlement Website at [www.\[website\].com](http://www.[website].com), or call the Settlement Administrator’s toll-free number at 1-888-888-8888.

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

As a Class Member, you are eligible to submit a claim for one or more of the following:

- **Reimbursement for Out-of-Pocket Losses:** all Class Members may submit a claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses fairly traceable to the Data Security Incident, which must be accompanied by (i) third-party documentation supporting the loss; and (ii) a brief description of the documentation describing the nature of the loss if not apparent from the documentation alone. A claim for Out-of-Pocket Losses may be combined with a claim for reimbursement for Attested Time but in no circumstance will a Settlement Class Member be eligible to receive more than \$25,000 for such reimbursements combined. A claim for Out-of-Pocket Losses may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.
- **Reimbursement for Attested Time:** all Class Members may submit a claim for reimbursement of Attested Time up to ten (10) hours at \$25 per hour for time spent remedying issues related to the Data Security Incident, which must be supported by a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. A claim for Attested Time may be combined with a claim for reimbursement for Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than \$25,000 for such reimbursements combined. A claim for Attested Time may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.

All Class Members are entitled to receive a Residual Cash Payment equal to a *pro rata* share of the Net Settlement Fund after payment of all Valid Claims for reimbursement for Out-of-Pocket Losses and Attested Time and other fees and expenses.

In addition, Paysafe has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

9. Reimbursement for Out-of-Pocket Losses.

You may elect to submit a Claim Form for reimbursement of Out-of-Pocket Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Data Security Incident or you spent money to protect yourself from future harm because of the Data Security Incident, and this amount was not otherwise recoverable through insurance, you may submit a claim for Out-of-Pocket Losses for reimbursement of up to \$25,000.

Out-of-Pocket Losses consist of unreimbursed losses incurred on or after May 1, 2018, that were related to identity theft and fraud and are more likely than not a result of the Data Security Incident, as well as any expenses related to the Data Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Data Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Out-of-Pocket Losses must be supported by third party documentation. Third party documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

A claim for Out-of-Pocket Losses may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.

To receive reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive reimbursement for Out-of-Pocket Losses. If you file a Claim Form for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Out-of-Pocket Losses.

10. Reimbursement for Attested Time

In addition to Reimbursement for Out-of-Pocket Losses, you may elect to submit a Claim Form for reimbursement of Attested Time. If you lost time related to your efforts undertaken to prevent or mitigate fraud and identity theft following announcement of the Data Security Incident, or to otherwise respond to the Data Security Incident, you may make a claim for Reimbursement for Attested Time for up to ten (10) hours of lost time at a rate of \$25 per hour, for a maximum of \$250.

A claim for Attested Time may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.

To receive reimbursement for Attested Time you must submit a completed Claim Form electing to receive reimbursement for Attested Time. If you file a Claim Form for Attested Time and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Attested Time.

11. Residual Cash Payment.

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

All Participating Settlement Class Members are entitled to receive a Residual Cash Payment consisting of a *pro rata* share of the Net Settlement Fund after payment of all Valid Claims for reimbursement of Out-of-Pocket Losses and Attested Time and other fees and expenses.

You are not required to submit a Claim Form to receive a Residual Cash Payment. All Settlement Class Members who do not exclude themselves from the Settlement will be mailed a Residual Cash Payment.

12. How will Settlement Benefits be paid?

Court-awarded attorneys' fees up to a maximum of 25% of the \$ 2.0 million Settlement Fund (*i.e.*, \$500,000.00), reasonable costs and expenses incurred by attorneys for the Class up to \$50,000, Administrative Expenses for costs of the settlement administration, and a Service Award of up to \$15,000 to the Class Representative will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund (the "Net Settlement Fund") will be distributed to Participating Settlement Class Members.

In the event that the aggregate value of all claims for reimbursement of Out-of-Pocket Losses and Attested Time exceeds \$400,000, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all claims equals \$400,000. All funds in the Net Settlement Fund that remain after payment of all Valid Claims for reimbursement of Out-of-Pocket Losses and Attested Time will be distributed by mail to all Participating Settlement Class Members on a *pro rata* basis as a Residual Cash Payment. If any unclaimed funds remain in the Net Settlement Fund 90 days after the Residual Cash Payments are made, the excess funds shall be awarded to _____, a qualified charitable recipient that has been approved by the Court. All *pro rata* determinations shall be performed by the Settlement Administrator.

13. Tell me more about Paysafe's remedial measures and enhanced security measures.

Paysafe has agreed to implement and/or maintain certain reasonable steps to enhance the security of its systems and environments, including certain remedial measures and enhanced data security measures, including cybersecurity training and awareness programs, data security policies, monitoring and response capabilities, and restrictions on accessing PII. In addition, the legacy website involved in the Data Security Incident has been disabled.

14. What is the total value of the Settlement?

The Settlement provides a \$2.0 million Settlement Fund and remedial actions to be taken by Paysafe for the benefit of the Class. Any court-approved attorneys' fees, costs, and expenses, Service Award to the Class Representative, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Paysafe's remedial and enhanced security measures will be paid by Paysafe in addition to the Settlement Fund.

15. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class as a Participating Settlement Class Member. If the Settlement is approved and becomes final, all of the Court's orders 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 Paysafe and related parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see next question*).

16. What are the Released Claims?

In exchange for the Settlement, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, present and former ("Releasing Parties"), shall be deemed to have fully, finally, and forever released, acquitted, and discharged Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (collectively, the "Released Persons") from any and all Released Claims. This release expressly includes Paysafe's insurer with respect to all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for negligence, invasion of privacy, violations of California's Unfair Competition Law (cal. Bus. & Prof. Code § 17200, et seq.), and violations of California's Consumer Privacy Act (Cal. Civ. Code § 1798.150).

"Released Claims" means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, statutory damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: 1) the disclosure of the Participating Settlement Class Members’ personal information in the Data Security Incident; 2) Paysafe’s maintenance of the Participating Settlement Class Members’ personal information as it relates to the Data Security Incident; 3) Paysafe’s security policies and practices as it relates to the Data Security Incident; or 4) Paysafe’s provision of notice to the Participating Settlement Class Members following the Data Security Incident.

The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing, or the Released Claims, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs and Settlement Class Members expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

More information is provided in the Class Action Settlement Agreement and Release which is available at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS

17. How do I submit a claim for Out-of-Pocket Losses or Attested Time?

You may submit a claim for reimbursement for Out-of-Pocket Losses and/or Attested Time by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

You must complete and submit a Claim Form online by **xxxx xx, 202X**, 11:59 pm Pacific Time, or via mail so the form is postmarked by **xxxx xx, 202X**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com), or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-**888-888-8888** or by writing to Paysafe Data Breach Settlement, P.O. Box _____, _____, _____. The quickest way to file a claim is online.

Use your Class Member ID contained on your Notice to file your Claim Form. If you lost or do not know your Class Member ID, please call 1-**888-888-8888** to obtain it. Further instructions on submitting claims are provided below.

18. How do I submit a claim for a reimbursement of Out-of-Pocket Losses?

To file a claim for reimbursement of Out-of-Pocket Losses of up to \$25,000, you must submit a valid Claim Form electing to receive reimbursement for Out-of-Pocket Losses.

The Claim Form requires that you sign an attestation regarding the information you provided and that you include third party documentation, such as credit card statements, bank statements, invoices, telephone records, or receipts.

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888**.
This Settlement affects your legal rights even if you do nothing.**

If your claim for reimbursement of Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, and you will not be eligible for reimbursement of Out-of-Pocket Losses.

Instructions for filling out a claim for reimbursement of Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at [www.\[website\].com](http://www.[website].com).

The deadline to file a Claim Form for reimbursement of Out-of-Pocket Losses is **xxxx xx, 202X**. Claims must be submitted to the Settlement Website or postmarked by this deadline.

19. How do I make a claim for reimbursement of Attested Time?

To file a claim for reimbursement of Attested Time of up to \$250, you must submit a valid Claim Form electing to receive reimbursement for Attested Time.

The Claim Form requires that you indicate the number of hours (up to 10) lost to efforts undertaken to prevent or mitigate fraud or identity theft following the announcement of the Data Security Incident or to otherwise respond to the Data Security Incident. The Claim Form also requires that you sign an attestation regarding the information you provide.

Instructions for filling out a claim for reimbursement of Attested Time are included on the Claim Form. You may access the Claim Form at [www.\[website\].com](http://www.[website].com).

The deadline to file a Claim Form for reimbursement of Attested Time is **xxxx xx, 202X**. Claims must be submitted to the Settlement Website or postmarked by this deadline.

20. How do I get a Residual Cash Payment?

You do not need to do anything in order to receive a Residual Cash Payment. So long as you are on the Settlement Class list and do not exclude yourself from the Settlement you will be mailed a Residual Cash Payment.

21. What happens if my contact information changes after I submit a claim?

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 calling 1-888-888-8888 or by writing to:

Paysafe Data Breach Settlement Administrator
P.O. Box XXXX
XXXXXX, XX XXXXX

22. When and how will I receive the Settlement Benefits?

Payments for Valid Claims for Out-of-Pocket Losses and/or Attested Time and Residual Cash Payments will be issued by the Settlement Administrator after the Settlement is approved by the judge and becomes final. You may elect to receive payment for Valid Claims for Out-of-Pocket Losses and/or Attested Time via Zelle, Venmo, PayPal, or by check by submitting the appropriate information with your Claim Form filed through the Settlement Website. Anyone who does not elect to receive payment via Zelle, Venmo, or PayPal will receive their payment via check sent through U.S. Mail. Residual cash payments will be made through checks sent through U.S. Mail.

The court approval process may take time. Please be patient and check [www.\[website\].com](http://www.[website].com) for updates.

23. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$2.0 million Settlement Fund will be paid back to Paysafe. If any money remains in the Settlement Fund 90 days after the distribution of Residual Cash Payments to Participating Settlement Class Members, the excess funds shall be awarded to _____, a mutually agreed-upon and qualified charitable recipient that has been approved by the Court.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Michael Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, PLC and John A. Yanchunis and Ryan D. Maxey of Morgan & Morgan Complex Litigation Group, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 25% of the \$2.0 million Settlement Fund (*i.e.*, \$500,000.00), plus reasonable costs and expenses up to \$50,000. They will also ask the Court to approve up to \$15,000 as a

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

Service Award to the Class Representatives for participating in this Action and for his efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses, and the Service Award, will be made available on the Settlement Website at [www.\[website\].com](http://www.[website].com) before the deadline for you to comment on or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator, at 1-888-888-8888.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Paysafe on your own based on the claims raised in this Action or released by 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.

26. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*; state the name, address, and telephone number of the Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*.” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **xxxx xx, 202X**:

Paysafe Data Breach Settlement Administrator
P.O. Box XXXX
XXXXXXXX, XX XXXXX

You cannot exclude yourself by telephone or by e-mail.

27. If I exclude myself, can I still get a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get a cash payment if you stay in the Settlement.

28. If I do not exclude myself, can I sue Paysafe for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Paysafe and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Paysafe or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

29. How do I tell the Court that I do not like the Settlement?

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

Objections to the proposed settlement may be submitted in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*); (b) state your full name, current mailing address, and telephone number; (c) contain a signed statement that you believe you are a member of the Settlement Class; (d) identify the specific grounds for the objection; (e) include all documents or writings that you desire the Court to consider; (f) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Approval Hearing; (g) be submitted to the Court either by filing them with the Court or mailing them to the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom F – 15th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102; and (h) be filed with the Court or postmarked on or before **xxxx xx, 202X**.

You may also object verbally at the Final Approval Hearing by appearing via Zoom whether or not you have submitted a written objection.

30. What is the difference between objecting and requesting exclusion?

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). If the Court approves the Settlement, you are still entitled to Settlement Benefits. Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you and you will not receive any Settlement Benefits.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **xxxx xx, 202X** at **: 0 .m.** before the Honorable Joseph C. Spero, United States District Court for the Northern District of California. Remote access to the Final Approval Hearing is available via Zoom at <https://cand.uscourts.zoomgov.com/j/1619260804?pwd=RE5qWDhGOTdWWTZUOFIOKzhNc3pjZz09>

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's PACER site (see Question 36) to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to appear via Zoom. If you send a written objection, you do not have to appear at the hearing to talk about it. As long as you mail your written objection on time, the Court will consider it.

33. May I speak at the Final Approval Hearing?

Yes. If you make a written objection, you must indicate whether you intend to appear and speak at the Final Approval Hearing (see Question 29). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. You may also choose to attend and speak at the Final Approval Hearing and make an oral objection even if you have not submitted a written objection.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will receive a Residual Cash Payment. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Paysafe or any of the Released Parties about the legal issues in this Action and released by the Class Action Settlement Agreement and Release.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Action Settlement Agreement and Release available at [www.\[website\].com](http://www.[website].com), or by contacting Class Counsel (see below), or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

**Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

<p>M. Anderson Berry Clayo C. Arnold, A Professional Law Corp. 865 Howe Avenue Sacramento, CA 95825 (916) 777-7777 Fax: (916) 924-1829 Email: aberry@justice4you.com</p>	<p>Gregory Haroutunian Clayo C. Arnold, A Professional Law Corporation 865 Howe Avenue Sacramento, CA 95825 (916) 777-7777 Fax: (916) 924-1829 Email: gharoutunian@justice4you.com</p>	<p>John A. Yanchunis Morgan and Morgan, P.A. 201 N. Franklin Street, 7th Floor Tampa, FL 33602 (813) 275-5272 Email: jyanchunis@forthepeople.com</p>	<p>Ryan D. Maxey Morgan and Morgan Complex Litigation Group 201 N. Franklin Street, 7th FL Tampa, FL 33602 813-223-5505 Email: rmaxey@forthepeople.com</p>
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PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**Questions? Go to www.legalrights.com or call 1-888-888-8888.
This Settlement affects your legal rights even if you do nothing.**

EXHIBIT 1

Short Notice

Court Approved Legal Notice

Case No. 3:21-cv-00641-JCS

If You Were Subject to the PAYSAFE PAYMENT PROCESSING SOLUTIONS DATA SECURITY INCIDENT, You Could be Eligible for a Payment.

*A California federal court has authorized this Notice.
This is not a solicitation from a lawyer.*

Complete and Return the Claim Form by **Month XX, 202X.**

www.[website].com

1-888-888-8888

*Para una notificación en Español, llamar 1-888-888-
8888 o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).*

*Kamal Bitmouni v. Paysafe Payment Processing Solutions,
LLC*

P.O. Box _____

_____, _____

Forwarding Service Requested



Postal Service: Please do not mark barcode

Claim No.:

[CLAIMANT INFO]

A proposed Settlement for a data security incident has been reached with Paysafe Payment Processing Solutions, LLC (“Paysafe”). On November 6, 2020, Paysafe discovered that an unauthorized actor may have accessed a legacy server under Paysafe’s custody or control. As a result, Personal Information of approximately 91,706 individuals who enrolled for merchant services with Paysafe’s affiliate may have been accessed, including name, contact details, Social Security number, and bank account information.

Who is Included? If you received this Notice, records indicate you are included in the Settlement. The Court decided that Settlement Class Members include individuals identified on the Settlement Class List, which includes all individuals who were notified by direct notice by Paysafe that their personal information was or may have been compromised in the data security incident initially disclosed by Paysafe on or about December 16, 2020.

What does the Settlement Provide? The Settlement establishes a \$2.0 million Settlement Fund to be used to pay for reimbursement of Out-of-Pocket Losses and/or Attested Time and Residual Cash Payments; costs of notice and administration; Service Award to the Class Representative; and attorneys’ fees, costs, and expenses. Paysafe has also agreed to undertake certain remedial measures and enhanced data security measures. Claimants may submit a claim for reimbursement for Out-of-Pocket Losses and/or Attested Time and will still receive a Residual Cash Payment.

Reimbursement of Out-of-Pocket Losses – all Class Members may submit a claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses, which may be combined with reimbursement for Attested Time. A claim for Out-of-Pocket Losses may be reduced *pro rata* depending on the number of claims and funds available.

Reimbursement of Attested Time – all Class Members may submit a claim for reimbursement of Attested Time up to ten (10) hours at \$25 per hour, which may be combined with reimbursement for Out-of-Pocket Losses. A claim for Attested Time may be reduced *pro rata* depending on the number of claims and funds available.

Residual Cash Payment – all Class Members are entitled to receive a Residual Cash Payment equaling a *pro rata* share of what remains in the Net Settlement Fund after payment of all Valid Claims for reimbursement of Out-of-Pocket Losses and Attested Time.

How To Get Benefits: If you do nothing you are still entitled to receive a Residual Cash Payment. To submit a claim for Reimbursement of Out-of-Pocket Losses and/or Attested Time, you must complete and file a Claim Form online or by mail postmarked by **Month XX, 202X**, including required documentation. You can file your claim online at [www.\[website\].com](http://www.[website].com). You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 202X**. If you do not exclude yourself, you will release any claims you may have against Paysafe or related parties related to the Paysafe Data Security Incident, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may still object to the Settlement in writing by **Month XX, 202X**, or verbally at the Final Approval Hearing.

The Final Approval Hearing. The Court has scheduled a hearing in this case (*Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*) for **Month XX, 2022**, to consider whether to approve the Settlement, Service Award, and attorneys’ fees and expenses, and to consider any objections. You or your attorney may attend via Zoom, but you are not required to do so. Instructions on how to attend the hearing can be found at [www.\[website\].com](http://www.[website].com).

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.\[website\].com](http://www.[website].com), or by calling toll free 1-888-888-8888.

Email Notice

If You Were Subject to the PAYSAFE DATA SECURITY INCIDENT, You Could Be Eligible for a Payment.

The United States District Court for the Northern District of California has authorized this Notice. This is not a solicitation from a lawyer.

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).

Click here to file a claim by **Month XX, 202X.**

A proposed Settlement for a data security incident has been reached with Paysafe Payment Processing Solutions, LLC (“Paysafe”). On or about November 6, 2020, Paysafe discovered that an unauthorized actor may have accessed a legacy server under Paysafe’s custody or control. As a result, Personal Information of approximately 91,706 individuals who enrolled for merchant services with Paysafe’s affiliate may have been accessed, including name, contact details, Social Security number, and bank account information.

Who is Included? If you received this Notice, records indicate you are included in the Settlement. The Court decided that Settlement Class Members include individuals identified on the Settlement Class List, which includes all individuals who were notified by direct notice by Paysafe that their personal information was or may have been compromised in the data security incident initially disclosed by Paysafe on or about December 16, 2020.

What does the Settlement Provide? The Settlement establishes a \$2.0 million Settlement Fund to be used to pay for reimbursement of Out-of-Pocket Losses and/or Attested Time and Residual Cash Payments; costs of notice and administration; Service Award to the Class Representative; and attorneys’ fees, costs, and expenses. Paysafe has also agreed to undertake certain remedial measures and enhanced data security measures. Claimants may submit a claim for reimbursement for Out-of-Pocket Losses and/or Attested Time and will still receive a Residual Cash Payment.

Reimbursement of Out-of-Pocket Losses – all Class Members may submit a claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses, which may be combined with reimbursement for Attested Time. A claim for Out-of-Pocket Losses may be reduced *pro rata* depending on the number of claims and funds available.

Reimbursement of Attested Time – all Class Members may submit a claim for reimbursement of Attested Time up to ten (10) hours at \$25 per hour, which may be combined with reimbursement for Out-of-Pocket Losses. A claim for Attested Time may be reduced *pro rata* depending on the number of claims and funds available.

Residual Cash Payment – all Class Members are entitled to receive a Residual Cash Payment equaling a *pro rata* share of what remains in the Net Settlement Fund after payment of all Valid Claims for Reimbursement of Out-of-Pocket Losses and Attested Time.

How To Get Benefits: If you do nothing you are still entitled to receive a Residual Cash Payment. To submit a claim for reimbursement of Out-of-Pocket Losses and/or Attested Time, you must complete and file a Claim Form online or by mail postmarked by **Month XX, 202X**, including

required documentation. You can file your claim online at [www.\[website\].com](http://www.[website].com). You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 202X**. If you do not exclude yourself, you will release any claims you may have against Paysafe or related parties related to the Paysafe Data Security Incident, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may still object to the Settlement in writing by **Month XX, 202X**, or verbally at the Final Approval Hearing.

The Final Approval Hearing. The Court has scheduled a hearing in this case (Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS) for **Month XX, 202X**, to consider whether to approve the Settlement, Service Award, attorneys' fees and expenses, and to consider any objections. You or your attorney may attend via Zoom, but you are not required to do so. Instructions on how to attend the hearing can be found at [www.\[website\].com](http://www.[website].com).

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.\[website\].com](http://www.[website].com), or by calling toll free 1-**888-888-8888**.

EXHIBIT 2

CLAIM FORM FOR PAYSAFE DATA SECURITY INCIDENT BENEFITS

USE THIS FORM TO MAKE A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET LOSSES AND/OR ATTESTED TIME.

Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).

The DEADLINE to submit this Claim Form is [XXXX XX, 202X] (either on-line or postmarked: [XXXX XX, 202X])

I. GENERAL INSTRUCTIONS

If you are an individual who received notice that your Personal Information may have been compromised as a result of a data security incident that occurred from May 2018 to October 2020 when an unauthorized actor may have accessed a legacy server under the custody or control of Paysafe Payment Processing Solutions, LLC (“Paysafe”) (the “Data Security Incident”) you are a Class Member. The legacy server contained the personal information of individuals who enrolled for merchant services with Paysafe’s affiliate(s).

As a Class Member, you are eligible to make a claim for **one or more of the following**:

- **Reimbursement for Out-of-Pocket Losses:** all Class Members may submit a claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses, which must be accompanied by (i) third-party documentation supporting the loss; and (ii) a brief description of documentation describing the nature of the loss if not apparent from the documentation alone. A claim for Out-of-Pocket Losses may be combined with a claim for reimbursement for Attested Time, but in no circumstance will a Settlement Class Member be eligible to receive more than \$25,000 for such reimbursements combined. A claim for Out-of-Pocket Losses may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.
- **Reimbursement for Attested Time:** all Class Members may submit a claim for reimbursement of Attested Time up to ten (10) hours at \$25 per hour, which must be supported by a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. A claim for Attested Time may be combined with a claim for reimbursement for Out-of-Pocket Losses, but in no circumstance will a Settlement Class Member be eligible to receive more than \$25,000 for such reimbursements combined. A claim for Attested Time may be reduced *pro rata* if the aggregate value of all claims exceeds \$400,000.

Regardless of whether you submit a claim for Out-of-Pocket Losses or Attested Time, all Class Members are entitled to receive a Residual Cash Payment which will represent a *pro rata* share of the Net Settlement Fund after payment of all Valid Claims for Out-of-Pocket Losses and/or Attested Time and other fees and expenses.

Complete information about the Settlement and its benefits are available at [www.\[website\].com](http://www.[website].com).

This Claim Form may be submitted online at [www.\[website\].com](http://www.[website].com) or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. You may mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Paysafe Data Security Incident Settlement Administrator
PO Box XXXX

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-XXXXXXXX.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

First Name

M.I. Last Name

Alternative Name(s)

Mailing Address, Line 1: Street Address/P.O. Box

Mailing Address, Line 2:

City:

State:

Zip Code:

Telephone Numbers (Cell)

Telephone Numbers (Home)

Email Address

Date of Birth (mm/dd/yyyy)

Unique ID Number Provided on mailed Notice (if known)

You may only select one of the following options:

III. CLASS MEMBERSHIP

- Please check this box if you received a notice related to this Class Action and provide your Unique ID Number in Section II above.
- Please check this box if you have **not** received a notice but believe that you should be included in the Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Data Security Incident.

IV. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

- Please check off this box for this section if you are electing to seek reimbursement for up to \$25,000 of Out-of-Pocket Losses you incurred that are more likely than not traceable to the Data Security Incident and are not otherwise reimbursable from insurance. Out-of-Pocket Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Data Security Incident and incurred on or after May 1, 2018.

In order to make a claim for Reimbursement of Out-of-Pocket Losses, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include third party documentation supporting each claimed cost along with this Claim Form. Out-of-Pocket Losses need to be deemed more likely than not due to the Data Security Incident by the Settlement Administrator based on the documentation you provide and the facts of the Data Security Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<div style="border: 1px solid black; display: flex; justify-content: space-between; padding: 2px;"> / / </div> (mm/dd/yy)	\$ 	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<div style="border: 1px solid black; display: flex; justify-content: space-between; padding: 2px;"> / / </div> (mm/dd/yy)	\$ 	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax	<div style="border: 1px solid black; display: flex; justify-content: space-between; padding: 2px;"> / / </div> (mm/dd/yy)	\$ 	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
return filing			
<input type="radio"/> Credit freeze	<div style="text-align: center;"> <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy) </div>	<div style="text-align: center;"> \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> </div>	<i>Examples: Notices or account statements reflecting payment for a credit freeze:</i>
<input type="radio"/> Credit monitoring that was ordered on or after May 1, 2018	<div style="text-align: center;"> <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy) </div>	<div style="text-align: center;"> \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> </div>	<i>Example: Receipts or account statements reflecting purchases made for credit monitoring services</i>
<input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges	<div style="text-align: center;"> <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy) </div>	<div style="text-align: center;"> \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> </div>	<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Paysafe Data Security Incident.</i>
<input type="radio"/> Other (provide detailed description)	<div style="text-align: center;"> <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy) </div>	<div style="text-align: center;"> \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> </div>	<i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i>

If you do not submit third party documentation supporting a Reimbursement for Out-of-Pocket Losses, or your claim for a Reimbursement for Out-of-Pocket Losses claim is rejected by the Settlement Administrator for any reason and you do not cure the defect, you will not be eligible to receive reimbursement for such losses.

V. REIMBURSEMENT FOR ATTESTED TIME

Please check off this box for this section if you are electing to seek reimbursement for Attested Time you undertook to prevent or mitigate fraud and identity theft following the announcement of the Data Security Incident. Class Members who elect to submit a Claim for reimbursement of Attested Time may claim up to ten (10) hours of lost time at a rate of \$25 per hour, for a maximum of \$250.

Please indicate below how much time (round to the nearest hour and check only one box) that you spent to prevent or mitigate fraud and identity theft following the announcement of the Data Security Incident:

- 1 Hour
 2 Hours
 3 Hours
 4 Hours
 5 Hours
 6 Hours
 7 Hours
 8 Hours
 9 Hours
 10 Hours

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-XXXXXXX.

Examples: Select “1 Hour” if you spent at least one full hour calling customer service lines, writing letters or emails, or on the Internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

VI. METHOD OF PAYMENT

You can elect to receive payment for any approved claims either electronically by Zelle, Venmo, PayPal, or ACH or by check mailed to you. If you do not make an election, payment will be made via check mailed to you.

Which method of payment do you prefer? (**CHOOSE ONE**)

- Zelle - Zelle email or mobile number: _____
- Venmo - Venmo username: _____
- PayPal - PayPal email address: _____
- Check - mailing address _____

VII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature

Date: _____

Print Name

VIII. ATTESTATION (REQUIRED FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES AND ATTESTED TIME CLAIMS)

I, _____, declare that I suffered the Attested Time and/or incurred Out-of-Pocket Losses claimed above.

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-XXXXXXX.

[Name]

I also attest that the Attested Time and/or incurred Out-of-Pocket Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of California and of the United States of America that the foregoing is true and correct. Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]

EXHIBIT 3

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

4 KAMAL BITMOUNI, on behalf of himself) Case No. 3:21-cv-00641-JSC
5 and all others similarly situated,)
6 Plaintiff,) **[PROPOSED] FINAL APPROVAL**
7 vs.) **ORDER AND JUDGMENT**
8)
9 PAYSAFE PAYMENT PROCESSING)
10 SOLUTIONS, LLC, a Delaware limited)
11 Liability company,)
12 Defendant.)
13)
14)
15)
16)
17)
18)
19)
20)
21)

12 WHEREAS, the Court, having considered the Settlement Agreement filed [InsertFilingDate] (the
13 “Settlement”) between and among Named Plaintiff and Class Representative Kamal Bitmouni
14 (“Plaintiff” or the “Settlement Class Representative”), individually and on behalf of the Settlement Class,
15 and Defendant Paysafe Payment Processing Solutions, LLC (“Paysafe” or “Defendant”) (collectively,
16 the “Settling Parties”), having considered the Court’s Order Granting Preliminary Approval of Class
17 Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes
18 Only (“Preliminary Approval Order”), having held a Final Approval Hearing on [InsertHearingDate],
19 having considered all of the submissions and arguments with respect to the Settlement, and otherwise
20 being fully informed, and good cause appearing therefor;
21

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

- 23 1. Plaintiff’s Motion for Final Approval of Class Action Settlement Agreement and Award
24 of Attorneys’ Fees, Costs, and Expenses, and Class Representative Service Award is GRANTED.
25
26 2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement
27 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms
28

1 defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of
2 this Order and Judgment.

3 3. The Court has personal jurisdiction over Plaintiff, the Settlement Class Members, and
4 Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including,
5 without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class
6 for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss
7 the Action with prejudice.
8

9 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

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

13 “The individuals identified on the Settlement Class List, which includes all
14 individuals who were notified by direct notice by Paysafe that their personal
15 information was or may have been compromised in the Data Security Incident
16 “

17 5. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and
18 members of their direct families; and (2) Defendant, its subsidiaries, parent companies, successors,
19 predecessors, and any entity in which the Defendant or its parents have a controlling interest and their
20 current or former officers, directors, and employees.

21 6. Also excluded from the Settlement Class are those persons identified in Exhibit A hereto,
22 each of whom submitted a timely and valid Request for Exclusion from the Settlement Class prior to the
23 Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound
24 by this Order and Judgment.

25 7. For settlement purposes only, with respect to the Settlement Class, the Court
26 confirms that the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have
27 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class
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1 members in a single proceeding is impracticable; (b) questions of law and fact common to all members
2 of the Settlement Class predominate over any potential individual questions; (c) the claims of Plaintiff
3 are typical of the claims of the Settlement Class; (d) Plaintiff and proposed Class Counsel will fairly and
4 adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to
5 fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been considered
6 and are hereby overruled.

7
8 **II. NOTICE TO THE SETTLEMENT CLASS**

9 8. The Court finds that Notice has been given to the Settlement Class in the manner
10 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was
11 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably
12 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
13 Action, the terms of the Settlement including its Releases, their right to exclude themselves from
14 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final
15 Approval Hearing (either on their own or through counsel hired at their own expense), and the
16 binding effect of final approval of the Settlement on all persons who do not exclude themselves
17 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or
18 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States
19 Constitution (including the Due Process Clause), and any other applicable law.
20

21 9. Furthermore, the Court finds that notice under the Class Action Fairness Act was
22 effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90) days has passed without
23 comment or objection from any governmental entity.
24

25 **III. FINAL APPROVAL OF THE SETTLEMENT**

26 10. The Court finds that the Settlement resulted from arm's-length negotiations between Class
27 Counsel and Defendant.
28

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

3 12. The Court finds that Plaintiff and Class Counsel fairly and adequately
4 represented the interests of Settlement Class Members in connection with the Settlement.

5 13. The Settling Parties shall consummate the Settlement in accordance with the terms
6 thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be
7 deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an
8 order of this Court.
9

10 **IV. DISMISSAL OF CLAIMS AND RELEASE**

11 14. The Action is hereby dismissed with prejudice as to all Parties including the
12 Settlement Class and without cost to any party, except as otherwise provided herein or in the
13 Settlement.

14 15. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement,
15 each of the Settlement Class Representative and Participating Settlement Class Members, and each of
16 their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys,
17 and assigns, present and former (“Releasing Parties”), shall be deemed to have fully, finally, and forever
18 released, acquitted, and discharged Paysafe and its present and former predecessors, successors, assigns,
19 parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future
20 officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors,
21 consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns
22 of any of the foregoing (collectively, the “Released Persons”) from any and all Released Claims. This
23 release expressly includes Paysafe’s insurer with respect to all obligations under any part of the insurance
24 policy applicable to the Released Claims, and from any and all claims arising out of the investigation,
25 handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for
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1 negligence, invasion of privacy, violations of California’s Unfair Competition Law (cal. Bus. & Prof.
2 Code § 17200, et seq.), and violations of California’s Consumer Privacy Act (Cal. Civ. Code § 1798.150).

3 16. For purposes of this Final Approval Order and Judgment, “Released Claims” means any
4 and all claims or causes of action of every kind and description, including any causes of action in law, claims
5 in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, equitable or
6 administrative relief (including, but not limited to, any claims for injunction, rescission, reformation,
7 restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential
8 damages, penalties, exemplary damages, statutory damages, punitive damages, attorneys’ fees, costs, interest
9 or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but
10 not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have
11 been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or
12 asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts,
13 omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the
14 Litigation, including but not limited to those concerning: 1) the disclosure of the Participating Settlement
15 Class Members’ personal information in the Data Security Incident; 2) Paysafe’s maintenance of the
16 Participating Settlement Class Members’ personal information as it relates to the Data Security Incident; 3)
17 Paysafe’s security policies and practices as it relates to the Data Security Incident; or 4) Paysafe’s provision
18 of notice to the Participating Settlement Class Members following the Data Security Incident.
19
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21 17. Upon entry of this Final Approval Order and Judgment, the Settlement Class
22 Representative and other Participating Settlement Class Members are enjoined from prosecuting any
23 Released Claims in any proceeding against any of the Released Parties or based on any actions taken by
24 any of the Released Parties that are authorized or required by the Settlement or by this Final Approval
25 Order and Judgment. Likewise, Paysafe and its representatives, officers, agents, directors, affiliates,
26 employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in
27 the Settlement in any proceeding against the Settlement Class Representative and Class Counsel or based
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1 on any actions taken by the Settlement Class Representative and Class Counsel that are authorized or
2 required by the Settlement or by this Final Approval Order and Judgment. The Settlement may be pleaded
3 as a complete defense to any claim or proceeding described in this Paragraph.

4 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE**
5 **PLAINTIFF'S SERVICE AWARD**

6 18. The Court awards attorneys' fees of \$[TBD] and reimbursement of costs and expenses in
7 the amount of \$[TBD], totaling \$[TBD], and payment of a service award in the amount of \$[TBD] to
8 Plaintiff. The Court directs the Settlement Administrator to pay such amounts in accordance with the
9 terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate
10 and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's counsel of
11 record in the Action.
12

13 **VI. OTHER PROVISIONS**

14 19. Without affecting the finality of this Final Approval Order and Judgment in any way, the
15 Court retains continuing and exclusive jurisdiction over the Settling Parties and the Settlement Class for
16 the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.
17

18 20. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or
19 statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any
20 violation of any statute or law or of any liability or wrongdoing by Defendant.

21 21. In the event the Effective Date does not occur, this Final Approval Order and Judgment
22 shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement,
23 this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void,
24 the Settling Parties shall be restored to their respective positions in the Action, all of the Parties'
25 respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the
26 Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used
27
28

1 in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court
2 in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

3 **IT IS SO ORDERED.**

4 Dated:

5 MAGISTRATE JUDGE JOSEPH C. SPERO

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