Exhibit F

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of August 12, 2026, is made and entered into by and among the following **Settling Parties** (defined below) on behalf of a class of similarly situated individuals: (i) Amber Cooper ("**Class Representative**"), individually and on behalf of the **Settlement Class** (defined below), by and through her counsel of record, Kevin Laukaitis of Laukaitis Law LLC ("**Proposed Class Counsel**"); and (ii) Defendant Telmate LLC d/b/a Viapath Technologies ("**Telmate**" or "**Defendant**"), by and through its counsel of record, James W. Davidson of O'Hagan Meyer LLC ("**Defendant's Counsel**"). This Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve and settle the **Litigation** (defined below) and **Released Claims** (defined below), upon and subject to the terms and conditions herein.

RECITALS

WHEREAS, Telmate provides communication services to incarcerated individuals and their families through platforms such as GettingOut, VisitNow, Command, Telmate Inmate Telephone, and Guardian;

WHEREAS, on approximately August 13, 2020, Telmate became aware of a **Security Incident** (defined below) carried out by a malicious third-party who accessed files on Telmate's computer network;

WHEREAS, after investigating, Telmate determined that the Security Incident may have compromised certain **Personal Information** (defined below) belonging to individuals who used Telmate's services;

WHEREAS, upon becoming aware of the Security Incident in 2020, Telmate notified 44,360 individuals that their information had been compromised;

WHEREAS, after an FTC investigation in 2024, Telmate informed the remaining individuals that their information had been, in fact, compromised in the Security Incident;

WHEREAS, the FTC's enforcement action did not provide monetary compensation to affected individuals, and this Settlement provides monetary relief to affected individuals and does not conflict with, and is intended to complement, the injunctive relief obtained by the FTC;

WHEREAS, on September 13, 2024, Plaintiff Amber Cooper filed the civil action of *Cooper v. Telmate, LLC*, No. 1:24-cv-1622, which was filed in the United States District Court for the Eastern District of Virginia, asserting claims individually and on behalf of a putative nationwide class of people whom the Security Incident impacted (the **"Litigation"**);

WHEREAS, Telmate disputes the claims and allegations in the Litigation, any and all liability or wrongdoing of any kind to the Class Representative, the Settlement Class, and any other individuals or putative class members described in the pleadings, and further denies any violation of law whatsoever as described in the pleadings;

WHEREAS, on April 2, 2026, the Settling Parties engaged in an arm's-length, full-day mediation session under the direction of Jill R. Sperber, Esq. – a respected mediator having substantial experience with data breach class actions – and reached an agreement in principle to resolve the Litigation;

WHEREAS, Telmate provided Proposed Class Counsel with specific requested factual information related to class size, the makeup of class data, liability, and security enhancements that provided a sound foundation for the negotiations in the mediation;

WHEREAS, the Settling Parties recognize that data breach litigation presents substantial risks, including disputes concerning standing, causation, damages, and class certification. This Settlement reflects a compromise in light of those risks.

WHEREAS, the usability and organization of certain data elements are disputed and remain contested issues in the Litigation;

WHEREAS, the Security Incident includes a subset of Settlement Class Members whose Social Security numbers may have been impacted;

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, have considered the costs of continued litigation, and the availability of insurance proceeds, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced action on the terms set forth below to avoid the associated burdens, risks, and extensive costs;

WHEREAS, Telmate denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Telmate with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, any infirmity in the defenses that Telmate has asserted or would assert, or the requirements of Federal Rule of Civil Procedure 23 and whether the Class Representative satisfies those requirements;

WHEREAS, based upon their substantial investigation and informal exchange of discovery as set forth above, and Counsel's substantial experience in data breach class actions, Proposed Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to **Settlement Class Members** (defined below) and are in their best interests, and has agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Security Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this Litigation to be consummated as provided by the terms of this Agreement;

WHEREAS, pursuant to these terms, which are set forth fully herein, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against Telmate and the **Released Persons** (defined below) arising out of or relating to the Security Incident, by and on behalf of the Class Representative and **Settlement Class Members** (defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Telmate relating to the Security Incident (collectively, the "**Litigation**");

WHEREAS, the scope of the release is appropriate given the nature of the claims asserted and the relief provided;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Class Representative, individually and on behalf of the Settlement Class, Proposed Class Counsel, and Telmate that, subject to the Court's approval, when Judgment becomes Final as defined herein, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, and subject to the terms and conditions of this Settlement Agreement.

I. DEFINITIONS

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

1.1 "**Agreement**" or "**Settlement Agreement**" means this agreement.

1.2 "**Approved Claims**" means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the Dispute Resolution process, as set forth in this Agreement.

1.3 "**Attorneys' Fees**" means the attorneys' fees incurred by Proposed Class Counsel in connection with commencing, prosecuting, and settling the Litigation.

1.4 "**CAFA Notice**" means the notice required by 28 U.S.C. § 1715.

1.5 "**Proposed Class Counsel**" means Kevin Laukaitis of Laukaitis Law LLC.

1.6 "**Claims Deadline**" means ninety (90) days after the Notice Date, unless otherwise ordered by the Court.

1.7 "**Claim Form**" means the form that will be available for Settlement Class Members to submit a **Settlement Claim** (defined below) to the **Settlement Administrator** (defined below) and that is substantially in the form of **Exhibit A**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

1.8 "**Class Representative**" or "**Plaintiff**" means Amber Cooper.

1.9 "**Costs of Settlement Administration**" means all actual costs associated with or arising from Settlement Administration, including the provision of CAFA Notice.

1.10 **"Cost Reimbursement"** means the costs and expenses Proposed Class Counsel incurred in investigating, litigating, and settling this Litigation, awarded by the Court to Proposed Class Counsel, to be paid from the Qualified Settlement Fund.

1.11 "**Court**" means the United States District Court for the Eastern District of Virginia, Senior United States District Judge Leonie M. Brinkema presiding.

1.12 "**Cy Pres Recipient**" means the Electronic Privacy Information Center (EPIC), whose work relates to privacy, cybersecurity, prisoner access to services, or consumer protection.

1.13 "**Effective Date**" means the date thirty (30) days after entry of the Final Approval Order and Judgment, provided no appeal or other request for appellate review is filed. If an appeal or other request for appellate review is filed, the Effective Date means thirty (30) days after final resolution of that appeal or request and entry of any further judgment required to make the Settlement final.

1.14 "**Escrow Agent**" means First Horizon Bank.

1.15 "**Fee Application**" means any motion for a Fee Award and Cost Reimbursement.

1.16 "**Fee Award**" means the payment of attorneys' fees awarded by the Court to Proposed Class Counsel, to be paid from the Qualified Settlement Fund.

1.17 "**Final**" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement receives final approval by the Court; (ii) the Court has entered a **Judgment** (defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.18 "**Final Approval Hearing**" or **"Final Fairness Hearing"** means the hearing at which the Court will determine whether to finally approve the Settlement and enter Judgment, and will consider any application for attorneys' fees, Cost Reimbursement, and a Class Representative Service Award.

1.19 "**Judgment**" means a final judgment rendered by the Court under Federal Rule of Civil Procedure 54(b).

1.20 "**Long Notice**" means the long form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form of **Exhibit C**.

1.21 **"Net Settlement Fund"** means the Qualified Settlement Fund after deduction of Court-approved Attorneys' Fees, Cost Reimbursement, Service Award, and Costs of Settlement Administration.

1.22 "**Notice Date**" is the date on which Notice will be issued to Settlement Class Members, which will occur thirty (30) days after the entry of the Preliminary Approval Order.

1.23 "**Notice**" means the notice to be provided to Settlement Class Members pursuant to the Notice Plan, including the Short Notice, Long Notice, and supplemental forms of notice approved by the Court.

1.24 "**Notice Plan**" means the notice program proposed by the Parties, in consultation with the Settlement Administrator, and submitted to the Court for approval. The Notice Plan shall include the Claim Form attached as Exhibit A, the Short Notice attached as Exhibit B, and the Long Notice attached as Exhibit C, together with direct mailed notice and supplemental notice, including publication notice, targeted digital advertising, search advertising, social media advertising, and reasonable efforts to provide notice within correctional facilities. The Notice Plan is designed to achieve approximately eighty percent (80%) reach. The Parties, in consultation with the Settlement Administrator, may implement such other forms of supplemental notice as they determine are reasonably appropriate and consistent with the Court-approved Notice Plan.

1.25 **"Objection Date**" means the date by which Settlement Class Members must file with the Court any objections to the Settlement. The Objection Date shall be ninety (90) days after the Notice Date.

1.26 "**Opt-Out/Exclusion Date**" means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be ninety (90) days after the Notice Date.

1.27 "**Out-of-Pocket Losses**" means documented out-of-pocket costs or expenditures that a Settlement Class Member actually and reasonably incurred that are fairly traceable to the Security Incident, and that have not already been reimbursed by a third party.

1.28 "**Personal Information**" means any information connected to a Settlement Class Member that, when used alone or with other information, can be used to uncover that individual's identity. It includes, but is not limited to, full names, dates of birth, phone numbers, email addresses, and usernames paired with passwords, home addresses, driver's license numbers, passport numbers, Social Security numbers, payment card numbers, and financial account information.

1.29 "**Preliminary Approval Order**" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached to this Agreement as **Exhibit D**.

1.30 "**Qualified Settlement Fund**" means the common settlement fund established by the Settlement Administrator pursuant to 26 C.F.R. § 1.468B-1 at First Horizon Bank in which Telmate will cause to be deposited $4,225,000.00 in settlement funds and from which all monetary compensation to the Settlement Class, the Costs of Settlement Administration, the approved Fee

Award and Cost Reimbursement, and the approved Service Award shall be paid. Absolutely no funds shall revert to Defendant.

1.31 "**Related Entities**" means Telmate's past or present parents, subsidiaries, affiliates, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Telmate's and these entities' respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation.

1.32 "**Released Claims**" shall collectively mean any and all claims and causes of action, both known and unknown (including **Unknown Claims** (defined below)), including, without limitation, any causes of action under California Civil Code § 1798.150 or § 17200 *et seq.* and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; breach of any consumer protection statute; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the **Released Persons** (defined below) based on, relating to, or arising out of the Security Incident and alleged theft of Personal Information before the Effective Date or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. Notwithstanding the foregoing, the Released Claims do not include claims for personal injury, bodily injury, or claims unrelated to the Security Incident.

1.33 "**Released Persons**" means Telmate and its Related Entities.

1.34 "**Residual Funds**" means any funds that remain in the Qualified Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired, and are subject to § 3.9.

1.35 "**Security Incident**" or "**Incident**" means the access by unauthorized actors to Telmate's computer network between August 11, 2020 and August 13, 2020, as further described in the Recitals, and any and all facts, actions, and circumstances related thereto, whether occurring or arising before, on, or after the date of this Agreement.

1.36 "**Service Award**" means the payment to the Class Representative in the amount of $5,000 for her service to the Class, subject to Court approval. Any Service Award will be in addition to any other Settlement Payment the Class Representative may receive and will be paid from the Qualified Settlement Fund.

1.37 "**Settlement Administration**" means the processing and payment of claims received from Settlement Class Members, issuing Notice, distributing the Qualified Settlement Fund, and administering the Settlement.

1.38 "**Settlement Administrator**" means the notice and settlement administrator, Kroll Settlement Administration LLC, with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.39 "**Settlement Claim**" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.40 "**Settlement Class**" means: All individuals within the United States of America whose Personal Information was impacted during the Security Incident experienced by Defendant on approximately August 13, 2020. Excluded from the Settlement Class are: (1) the Judge presiding over the Action, and members of her family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and their current or former officers and directors; (3) Persons who timely and validly request exclusion from the Settlement pursuant to Section VI of this Agreement; and (4) the successors or assigns of any such excluded Persons. The Settlement Class consists of approximately 431,031 individuals.

1.41 "**Settlement Class Member**" means any Person who falls within the definition of the Settlement Class.

1.42 "**Settlement Payment**" means the payment to be made to a Settlement Class Member, which will be submitted to Settlement Class Members submitting valid Settlement Claims via paper checks or electronic payment.

1.43 "**Settlement Website**" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Parties, with the assistance of the Settlement Administrator, have determined that the Settlement Website URL is www.telmatedatabreachsettlement.com. The Settlement Website shall contain relevant documents, including, but not limited to, a downloadable version of a customary form of the Short Notice, a customary form of the Long Notice, a customary version of the Claim Form, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement, instructions for how to object or opt-out of the settlement, the process and instructions for making claims, and the date, time and place of the Final Approval Hearing; this Agreement; Plaintiff's motion for preliminary approval of the Settlement; the Preliminary Approval Order; and the Fee Application. The Settlement Website shall also include a toll-free telephone number with English- and Spanish-speaking lines, an email address, and a 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.

1.44 "**Settling Parties**" means, collectively, Telmate and the Class Representative, individually and on behalf of the Settlement Class.

1.45 "**Short Notice**" means the short-form notice of this proposed class action Settlement, substantially in the form as shown in **Exhibit B** to this Settlement Agreement. The Short Notice will include a detachable Claim Form with prepaid return postage and will direct recipients to the Settlement Website, where recipients may view the Long Notice and submit a claim electronically. The Short Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing.

1.46 "**Taxes and Tax-Related Expenses**" means: (i) 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 Qualified Settlement Fund, including, without limitation, any taxes that may be imposed upon Telmate or its counsel 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 Qualified Settlement Fund account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Qualified Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Qualified Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.47 "**Telmate**" means Telmate LLC d/b/a Viapath Technologies.

1.48 "**Unknown Claims**" means any of the Released Claims that any Settlement Class Member, including the Class Representative, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, including Unknown Claims, the Settling Parties stipulate and agree that upon the date the Judgment becomes Final, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States 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 their settlement with the debtor or released party.

Settlement Class Members, including the Class Representative, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, including Unknown Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the date the Judgment becomes Final, fully, and finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

II. THE QUALIFIED SETTLEMENT FUND

2.1 The Settlement Administrator shall establish an interest-bearing escrow account to serve as the Qualified Settlement Fund, at First Horizon Bank, which shall be maintained pursuant to Treasury Regulation § 1.468B-1, *et seq.*

2.2. No later than five (5) days after entry of the Preliminary Approval Order, Telmate will cause to be deposited $493,077.00 into the Qualified Settlement Fund. Within one (1) business day of the Effective Date, Telmate will cause the remaining $3,731,923 to be funded into the Qualified Settlement Fund.

2.3 The Qualified Settlement Fund shall be the sole source of monetary funds for all relief referenced below:

(a) Taxes and Tax-Related Expenses;

(b) Monetary compensation to Settlement Class Members;

(c) Notice and Administrative Expenses; and

(d) the Fee Award, Cost Reimbursement, and the Service Award.

All funds shall be used for the benefit of the Settlement Class or to pay Court-approved fees, costs, and administration expenses.

2.4 No amounts may be withdrawn from the Qualified Settlement Fund unless: (i) expressly authorized by this Agreement; or (ii) approved by the Court, except that an amount agreed to in writing by the Settling Parties may be used to provide notice to Settlement Class Members under the notice plan approved by the Court and to pay for approved administrative expenses. In no event will any amount deposited in the Qualified Settlement Fund revert, be refunded, or otherwise be credited to Telmate.

2.5 The Settlement Administrator, subject to such supervision and direction of the Court and/or Proposed Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Qualified Settlement Fund to Settlement Class Members pursuant to this Agreement.

2.6 The Settlement Administrator and Proposed Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Qualified Settlement Fund and amounts paid under the Settlement.

2.7 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court upon the deposit of those funds until the funds are distributed to Settlement Class Members or used as otherwise disbursed pursuant to this Agreement and/or further order of the Court.

2.8 The Settling Parties agree that the Qualified Settlement Fund is intended to be maintained within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Qualified Settlement Fund and paying from the Qualified Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Settling Parties agree that the Qualified Settlement Fund shall be treated as an escrow account from the earliest date possible, and they agree to any relation-back election required to treat the Qualified Settlement Fund as an escrow account from the earliest date possible.

2.9 All Taxes and Tax-Related Expenses shall be paid out of the Qualified Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Settling Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

2.10 The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Qualified Settlement Fund.

2.11 Class Representative and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to them of the receipt of funds from the Qualified Settlement Fund pursuant to this Agreement.

2.12 Telmate and its counsel shall have no responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Proposed Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Qualified Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Qualified Settlement Fund or the filing of any returns. Telmate also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the settlement.

2.13 The Class Representative and Proposed Class Counsel, and their respective firms, shall not have any liability whatsoever with respect to any acts taken pursuant to the terms of this Agreement, including, but not limited to: (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified

Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Qualified Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Qualified Settlement Fund or the filing of any returns.

III. SETTLEMENT BENEFITS & SIMPLE CLAIMS PROCESS

3.1 The claims process is designed to be simple and accessible, allowing Settlement Class Members to submit claims online or by mail without undue burden. No documentation is required for a *pro rata* cash payment. The Settlement provides for equitable distribution by distinguishing between Settlement Class Members who submit documented Out-of-Pocket Loss Claims and those who elect only a cash payment without documentation, thereby permitting enhanced recovery for demonstrated losses while providing monetary relief to all participating claimants. The claims structure is intended to provide meaningful, equitable, and administratively efficient relief to the Settlement Class.

3.2 **Pro Rata Cash Payment**. All Settlement Class Members who submit a valid claim using the Claim Form to this Settlement Agreement may request a *pro rata* cash payment (the **"Cash Payment"**) by submitting a Claim Form to the Settlement Administrator no later than ninety (90) days after the Notice Date, or other deadline approved by the Court (the **"Claims Deadline"**). The Cash Payment will be calculated in accordance with ¶ 3.4 below. The Cash Payment amount per valid claim will be determined by the amount remaining in the Qualified Settlement Fund after deductions for Court-approved Service Award, Costs of Settlement Administration, Fee Award, Cost Reimbursement, and approved Out-of-Pocket Loss Claims.

3.3 **Out-of-Pocket Loss Claims**. In addition to the Pro Rata Cash Payment, Settlement Class Members may submit Claim Forms selecting the Out-of-Pocket Loss option. Claims will be subject to review by the Settlement Administrator for timeliness, completeness, and plausibility.

(a) Compensation for unreimbursed losses upon submission of a valid and timely Claim and supporting documentation, for Out-of-Pocket Losses more likely than not attributable to the Security Incident, up to a maximum amount of $5,000 per Settlement Class Member.

(b) The Settlement Administrator shall evaluate Out-of-Pocket Loss Claims in accordance with objective criteria set forth in the Claim Form and supporting materials, subject to the Claim Resolution procedures in Section IV.

3.4 The Qualified Settlement Fund shall be used to pay, in the following order: (i) all Costs of Settlement Administration; (ii) Fee Award and Cost Reimbursement; (iii) Service Award; (iv) approved Out-of-Pocket Loss Claims; and (v) approved Pro Rata Cash Payments. The Cash Payment shall be calculated by subtracting from the Qualified Settlement Fund the amounts described in subsections (i) through (iv) above. The resulting amount shall constitute the Net Settlement Fund and shall be divided pro rata among Settlement Class Members who submit valid claims for a Cash Payment.

3.5 The Settlement Administrator shall verify that each Person who submits a Claim Form is a Settlement Class Member. No Settlement Class Member may have more than one valid Claim Form. The Settlement Administrator shall resolve ambiguities or deficiencies on the face of the Claim Form.

3.6 In evaluating claims, the Settlement Administrator may employ reasonable fraud-prevention and verification measures consistent with the terms of this Agreement. Such measures may include identity verification, duplicate claim detection, and audit procedures designed to ensure fair and accurate distribution.

3.7 The Qualified Settlement Fund shall be the sole source of monetary funds for the relief set forth herein.

3.8 For any payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the payment within thirty (30) days after the payment is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Settlement Class Member to obtain updated address information. Only one replacement payment may be issued per Settlement Class Member unless otherwise agreed by the Settling Parties or ordered by the Court.

3.9 **Residual Funds**. If administratively feasible and economically reasonable, any Residual Funds shall first be redistributed *pro rata* to participating Settlement Class Members. If a second distribution is not administratively feasible or economically reasonable, any Residual Funds shall be distributed to the Electronic Privacy Information Center (EPIC), subject to Court approval.

3.10 **No Reversion.** Absolutely no monies shall revert to Defendant.

IV. CLAIM RESOLUTION

4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that lacks information reasonably necessary to determine whether the claimant is a Settlement Class Member or to evaluate the claim, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not timely cured, the claim will be deemed invalid, and there shall be no obligation to pay it.

4.2 Following receipt of additional information requested as Claim Supplementation, the Settlement Administrator shall have thirty (30) days to accept or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, either in whole or in part, then the claim shall be paid to the extent the Settlement Administrator determines the claim is valid. If the claim remains deficient after the cure period described in ¶ 4.1, the Settlement Administrator may reject the claim.

4.3 A Settlement Class Member shall have thirty (30) days after notice of the determination to appeal the Settlement Administrator's decision.

4.4 If there is any ambiguity with respect to a Settlement Class Member's election of either a Pro Rata Cash Payment or a Documented Out-of-Pocket Loss Claim and the Settlement Administrator cannot resolve the ambiguity, the ambiguous Claim Form shall default to providing a Pro Rata Cash Payment under ¶ 3.2.

V. PRELIMINARY APPROVAL AND NOTICE PLAN

5.1 After the execution of the Settlement Agreement, Proposed Class Counsel shall prepare a Motion for Preliminary Approval and provide it to Defendant's Counsel for review. Proposed Class Counsel shall file a Motion for Preliminary Approval of Class Action Settlement, including the Settlement Agreement, with the Court, requesting, among other things:

(a) certification of the Settlement Class for settlement purposes only;

(b) preliminary approval of the Settlement Agreement as set forth herein;

(c) appointment of Proposed Class Counsel as Class Counsel for the Settlement Class;

(d) appointment of Plaintiff Cooper as the Class Representative;

(e) appointment of Kroll Settlement Administration LLC as the Settlement Administrator;

(f) establishing the Settlement Website; and

(g) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties before such submission to the Court for approval. The Parties agree, in consultation with the Settlement Administrator, that the Notice Plan will provide adequate notice to the Class under the circumstances of this case. The Settlement Administrator will use reasonable address-search procedures to identify mailing addresses and will use updated address information, including National Change of Address (NCOA) processing, address searches for returned mail, and re-mailing procedures where appropriate.

The Notice Plan shall include direct mailed notice and supplemental notice, including publication notice, targeted digital advertising, search advertising, social media advertising, and reasonable efforts to provide notice within correctional facilities. The Notice Plan is designed to achieve approximately eighty percent (80%) reach. The Parties, in consultation with the Settlement Administrator, may implement such other forms of supplemental notice as they determine are reasonably appropriate and consistent with the Court-approved Notice Plan.

5.2 The cost of notice to the Settlement Class in accordance with the Preliminary Approval Order, together with the Costs of Settlement Administration, shall be paid from the Qualified Settlement Fund. The Settling Parties presently estimate those costs will not exceed $493,077, subject to Court approval and actual administration costs. Attorneys' fees, Cost Reimbursement, and Service Award shall also be paid from the Qualified Settlement Fund. Notice shall be provided to Settlement Class Members by Kroll Settlement Administration LLC, a nationally recognized notice provider, and in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Fed. R. Civ. P. 23 and constitutional due process requirements. The Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free English and Spanish help line supported by a reasonable level of live operator assistance shall be made available to address Settlement Class Members' inquiries (with the cost of any such help line and live operators to be paid from the Qualified Settlement Fund). The Settlement Administrator will also provide copies of the Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Before the Final Fairness Hearing, Proposed Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The Notice shall commence within thirty (30) days after the entry of the Preliminary Approval Order.

5.3 Proposed Class Counsel and Defendant's Counsel shall request that the Court hold the Final Approval Hearing after Notice is completed and grant final approval of the Settlement set forth herein.

VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit a written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must clearly state the Person's intent to be excluded from the Settlement Class. Written notice must be postmarked by the Opt-Out/Exclusion Date to be effective. Settlement Class Members may only opt-out on behalf of themselves; mass or class opt-outs will not be valid.

6.2 All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "**Opt-Outs**," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, and Judgment entered thereon.

6.3 Commencing one week from the date Notice commences, the Settlement Administrator will notify Defendant's Counsel and Proposed Class Counsel regarding the number of potential Settlement Class Members that have elected to opt-out of the Settlement Class and will continue to provide weekly updates. No later than ten (10) days after the Claims Deadline, the Settlement Administrator shall provide a final report to Proposed Class Counsel and Defendant's Counsel that summarizes the number of written notifications of Opt-Outs received to date, and other pertinent information as requested by Proposed Class Counsel and Defendant's Counsel.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written objection. Such written objection shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class to the extent reasonably available (e.g., copy of notice or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all individuals who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation. To be timely, the written objection in the appropriate form must be filed with the Clerk of the Court no later than the **Objection Date** (as defined in ¶ 1.25).

7.2 Except upon a showing of good cause, any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1.

7.3 Submitting an objection notice under this Section shall constitute the objecting Settlement Class Member's consent to jurisdiction of the Court and to accept service of process, including subpoenas for testimony, at the email address provided in the objection notice.

7.4 A Settlement Class Member who timely and validly opts out may not object to the Settlement. A Settlement Class Member who objects remains a member of the Settlement Class unless they separately and timely opt out in accordance with Section VI.

VIII. RELEASE

8.1 Upon the date the Judgment becomes Final, each Settlement Class Member, including Class Representative, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Persons. Further, upon the date the Judgment becomes Final, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representative, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

IX. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

9.1 Proposed Class Counsel will advise the Settlement Class that they intend to seek an award of attorneys' fees of up to 1/3 of the Qualified Settlement Fund ($1,408,333.33), Cost Reimbursement of up to $35,000 for reasonably incurred litigation costs, and a Service Award of $5,000 for the Class Representative. The amount of attorneys' fees, costs, and service award to be awarded shall be a matter of complete discretion of the Court upon consideration of the complete factual record before the Court at the Final Fairness Hearing.

9.2 The Fee Award and Cost Reimbursement are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, modification, reversal, or appeal of any order of the Court concerning the amount of any attorneys' fees, costs, or expenses shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

X. ADMINISTRATION OF CLAIMS

10.1 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members. Proposed Class Counsel and Defendant's Counsel shall receive periodic reports concerning claims administration and may raise any concerns with the Settlement Administrator regarding the accuracy or adequacy of those reports. Any determination by the Settlement Administrator regarding the validity or invalidity of any such claims shall be binding, subject to the Claim Resolution process set forth in Section IV.

10.2 Settlement Class Members with approved claims shall be able to select from a variety of simple, electronic payment options or paper check. Payments to Settlement Class Members for approved claims shall be transmitted or mailed and postmarked within sixty (60) days of the date the Judgment becomes Final. These payment methods are intended to maximize accessibility for Settlement Class Members, including those without traditional banking access.

10.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against Telmate, Proposed Class Counsel, Defendant's Counsel, any of the Released Persons, and the Class Representative based on distributions of benefits to Settlement Class Members.

10.5 Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Telmate and the Settlement Administrator.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

11.1 The Settlement Administrator shall perform the functions specified in this Agreement and its Exhibits, including, but not limited to:

(a) Providing the best practicable notice of this Settlement to Settlement Class Members;

(b) Obtaining information from Telmate, to the extent reasonably available, to establish a reasonably practical procedure to verify Settlement Class Members;

(c) Effecting the notice plan as approved by the Court;

(d) Implementing any supplemental publication, digital, institutional, or other media notice included in the Court-approved Notice Plan;

(e) Establishing and maintaining a Post Office box or other mailing address for mailed written notifications of Opt-Outs from the Settlement Class;

(f) Establishing and maintaining the settlement website that, among other things, allows Settlement Class Members to submit claims electronically;

(g) Establishing and maintaining an English and Spanish 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;

(h) Responding to any mailed or emailed Settlement Class Member inquiries;

(i) Mailing paper copies of the Notice and/or Claim Forms to Settlement Class Members who request them;

(j) Processing all written notifications of Opt-Outs from the Settlement Class;

(k) Providing reports on Opt-Out notices received;

(l) In advance of the Final Approval Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the notice plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of Opt-Out;

(m) Within sixty (60) days after the date the Judgment becomes Final, provide activation instructions and/or payment via paper checks or digital payment, either electronically or by U.S. or International Mail, to Settlement Class Members who have submitted valid claims for monetary compensation as set forth herein;

(n) Providing weekly reports and a final report to Proposed Class Counsel and Defendant's Counsel that summarize the number and amount of claims and Opt-Outs since the prior reporting period, the total number and amount of claims and Opt-Outs received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Proposed Class Counsel and Defendant's Counsel;

(o) Paying all Taxes and Tax-Related Expenses from the Qualified Settlement Fund;

(p) Performing any function related to settlement administration at the agreed written instruction of both Proposed Class Counsel and Defendant's Counsel, including, but not limited to, verifying that cash payments have been distributed;

(q) Determining the validity of, and processing all claims submitted by Settlement Class Members; and

(r) Overseeing administration of the Qualified Settlement Fund.

11.2 All expenses incurred by the Settlement Administrator shall be paid solely from the Qualified Settlement Fund in an amount not to exceed $493,077.

XII. CONDITIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES, CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

12.1 In the event any of the following events, this Settlement Agreement shall be cancelled and terminated subject to ¶ 12.2 unless Proposed Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement: (i) the Court declines to enter an Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing as set forth in ¶ 5.1; (ii) a Party has exercised any option to terminate the Settlement Agreement provided by this Agreement or its Exhibits; or (iii) the Court declines to enter the Judgment granting final approval to the settlement as set forth herein.

12.2 In the event that (i) the Settlement Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Settlement Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, then (a) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into, any remaining funds in the Qualified Settlement Fund shall immediately be returned to Telmate within seven business days, and the Settling Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of the Settlement Agreement.

12.3 The Settling Parties agree, for purposes of this settlement only, to the conditional certification of the Settlement Class. If the Court does not approve the settlement set forth in this Settlement Agreement, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action as to which all of their rights are specifically preserved. Any agreements between the Parties or motions in support of certification of a settlement class and/or approval of the settlement filed with the Court shall be inadmissible in connection with any subsequent motion in support of or in opposition to class certification made in the Litigation.

12.4 Telmate will cooperate to provide reasonable and adequate information to Proposed Class Counsel and the Settlement Administrator so that they can perform sufficient due diligence and perform their duties stated herein.

XIII. MISCELLANEOUS PROVISIONS

13.1 The Settling Parties (i) acknowledge that they intend to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

13.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation and the Released Claims. The settlement compromises any and all claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.3 Neither this Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) may be cited or relied upon to support any private cause of action or claim in any court, administrative agency or other tribunal. Any of the Released Persons may file this Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.4 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13.5 This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made by the Settling Parties, except that all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

13.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and is also expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class that Proposed Class Counsel deems appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

13.7 Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

13.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

13.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

13.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

13.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Virginia, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by the internal substantive laws of the Commonwealth of Virginia without giving effect to choice of law principles.

13.12 All dollar amounts are in United States dollars.

13.13 No later than ten (10) days after the proposed settlement is filed with the Court, Telmate shall provide CAFA notice as required by 28 U.S.C. § 1715(b). The costs associated with providing CAFA Notice shall be treated as Costs of Settlement Administration and paid from the Qualified Settlement Fund.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

Proposed Class Counsel:

Date: 08/11/2026

Kevin Laukaitis
Laukaitis Law LLC

Plaintiff:

Date: 08 / 11 / 2026

Amber Cooper

Defendant:

Date: August 11, 2026

Defendant Telmate LLC by: SAJID AJMERI, VP & Secretary

Defendant's Counsel:

Date: 8/11/2026

James W. Davidson
O'Hagan Meyer LLC