Exhibit F

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement,[1] dated as of the last date on which it is executed by all Settling Parties, is made and entered into by and among the Settling Parties: (i) Plaintiffs Dhymonique Alexander, Jasmine Anderson, Jacob Dohrman, Jaesyn Evans, Chasten Law, Anne O'Brien, Brittany Parks, and Kimberly Rose ("Plaintiffs"), individually and on behalf of the Settlement Class, by and through Class Counsel, on the one hand; and (ii) Defendant Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits ("Kelly" or "Defendant" and together with the Plaintiffs "the Parties"), on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims, upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, on December 12, 2024, the cybercriminal actor Cactus Group bypassed Kelly Benefits' cybersecurity safeguards by impersonating Client's Help Desk, accessed Kelly's systems, and began moving within Kelly's systems (the "Data Breach").

WHEREAS, on or around December 17, 2024, Kelly became aware of the Data Breach, which a subsequent investigation determined potentially impacted certain data including names, Social Security numbers, tax ID numbers, dates of birth, medical information, health insurance information, financial account information, and other sensitive, identifying information ("Private Information").

WHEREAS, after Kelly identified the individuals whose Private Information may have been impacted by the Data Breach, notice was provided to those individuals beginning on April 9, 2025.

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

WHEREAS, Plaintiffs received notice from Kelly that their Private Information may have been impacted by the Data Breach.

WHEREAS, after Kelly provided notice of the Data Breach, multiple class action lawsuits were filed, the first of which (styled *Gale v. Kelly & Associates Insurance Group*, Case No. 1:25-cv-01304-SAG) was filed on April 22, 2025. ECF No. 1. Subsequent complaints arising from the Data Breach followed, and on September 18, 2025, Hon. Stephanie A. Gallagher granted Plaintiffs' Motion to Consolidate Cases. ECF No. 8. The cases were re-styled as *In re: Kelly Benefits Data Breach Litigation*.

WHEREAS, on November 24, 2025, the Court appointed Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP as Interim Co-Lead Class Counsel and Cy Smith of Zuckerman Spaeder as Interim Liaison Counsel. ECF No. 38.

WHEREAS, on February 10, 2026, Plaintiffs filed the operative consolidated amended complaint, asserting claims for negligence and negligence per se, breach of third-party beneficiary contract, unjust enrichment, violations of the California Unfair Competition Law, the California Consumer Privacy Act of 2018, the California Consumer Records Act, the Maryland Personal Information Protection Act, and the Maryland Consumer Protection Act. ECF No. 48.

WHEREAS, the Parties agreed to attend mediation, and on April 9, 2026, and the Court approved a consent motion to stay all proceedings. ECF No. 251.

WHEREAS, prior to the mediation, the Parties engaged in informal discovery and exchanged detailed mediation statements. On June 15, 2026, the Parties participated in an all-day mediation overseen by Bruce Friedman, Esq. of JAMS. Mr. Friedman is an experienced and highly sought-after data breach mediator. The mediation was successful, with the Parties agreeing to a settlement after hard-fought, arm's length negotiations. In the weeks that followed the mediation, the Parties worked diligently to round out and finalize this Settlement and associated documents.

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

WHEREAS, Kelly 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 Kelly with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses or arguments that Kelly has asserted or would assert.

WHEREAS, based on their investigation of the Data Breach and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Breach 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 this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Kelly relating to the Data Breach, by and on behalf of Plaintiffs and Settlement Class Members.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Kelly that, subject to the Court's approval, when Judgment becomes Final, 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 timely and validly opt out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

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

1. "Agreement" or "Settlement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release.

2. "CAFA Notice" means the Class Action Fairness Act notice that the Settlement Administrator shall serve upon the appropriate state and federal officials, as directed by Defendant, to provide notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the motion for final approval.

3. "California Statutory Payment" means an additional cash payment in recognition of California's Consumer Protection Act and the superior protections it affords California residents.

4. "Claims Administration" means the process of administering the Settlement, including but not limited to providing Notice to the Class, receiving and processing Claim Forms, responding to Class Member inquiries, distributing Settlement Class Benefits, and performing

other duties assigned to the Settlement Administrator under the Settlement or Court orders.

5. "Claims Administration Expenses" means the costs and expenses associated with Claims Administration and providing Notice to the Settlement Class.

6. "Claims Deadline" means the postmark or electronic submission deadline for Valid Claims, which is 90 days after the Notice Deadline.

7. "Claim Form" means the form utilized by Settlement Class Members to submit a claim for Settlement Class Benefits. The Claim Form will be substantially in the form attached as **Exhibit A** and will be made available on both the Settlement Website and, if requested by Settlement Class Members, by mail in paper form.

8. "Class Counsel" means Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP.

9. "Class List" means the list generated by Kelly containing the names and current or last known mailing addresses for all Settlement Class Members, which Kelly shall provide to the Settlement Administrator within 7 days of entry of the Preliminary Approval Order.

10. "Class Member(s)" or "Settlement Class Member(s)" means all Person(s) who fall within the definition of the Settlement Class.

11. "Class Representatives" or "Plaintiffs" means the named Plaintiffs in this Litigation, which includes Dhymonique Alexander, Jasmine Anderson, Jacob Dohrman, Jaesyn Evans, Chasten Law, Anne O'Brien, Brittany Parks, and Kimberly Rose, who are being proposed to serve as representative plaintiffs for the Settlement Class.

12. "Court" means the United States District Court for the District of Maryland.

13. "Credit Monitoring" means the Settlement Class Benefit that provides three years of single-bureau credit monitoring, which every Settlement Class Member may elect to receive

under the Settlement.

14. "Data Breach" means the unauthorized access of certain Private Information on Kelly's computer systems discovered on or about December 17, 2024, which gave rise to the Litigation.

15. "Defendant" or "Kelly" means Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits, the named Defendant in this Litigation.

16. "Defendant's Counsel" means the law firm of Wilson Elser Moskowitz Edelman & Dicker LLP

17. "Documented Monetary Loss" means the cash Settlement Payment that Settlement Class Members with documented losses—supported by Reasonable Documentation—may elect under the Settlement.

18. "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 91.

19. "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, 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 or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

20. "Final Fairness Hearing" means the hearing to be conducted by the Court to

determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

21. "Fraudulent Submissions" means the Settlement Administrator, which approval of Class Counsel and Defendant's Counsel, may reject claims which it, within its discretion, reasonably believes are fraudulent, or which carry with them indicia of being fraudulent (such as a claim that is submitted as one of multiple claims from the same URL or bulk claims electronically submitted simultaneously) without responding with denial letters.

22. "Judgment" means a judgment rendered by the Court, after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which Kelly must approve before filing.

23. "Litigation" or "Action" means the lawsuit captioned *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG, pending in the United States District Court for the District of Maryland.

24. "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

25. "Motion for Attorneys' Fees, Costs, and Service Awards" means the motion that Plaintiffs shall file with the court seeking approval of their fees, costs, and service awards.

26. "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) Claims Administration Expenses incurred pursuant to this Settlement Agreement; (ii) any amounts approved by the Court for attorneys' fees and reimbursement of litigation costs

and expenses; (iii) Service Awards approved by the Court; and (vii) applicable taxes, if any.

27. "Notice" means notice of the proposed Settlement to be provided to Class Members pursuant to the Preliminary Approval Order. It includes the Short Notice and the Long Notice.

28. "Notice Deadline" means 30 days after entry of the Preliminary Approval Order and is the date by which the Settlement Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice to each Class Member.

29. "Objection Deadline" means 60 days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for determining timeliness of any objection.

30. "Opt-Out Deadline" means 60 days after the Notice Deadline and is the date by which Settlement Class Members must mail their Requests for Exclusion from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for determining the timeliness of any opt-out.

31. "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

32. "Preliminary Approval Order" means the Court 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 hereto as **Exhibit D**.

33. "Private Information" means names, Social Security numbers, tax ID numbers,

dates of birth, medical information, health insurance information, financial account information, and other sensitive, identifying information.

34. "Pro Rata Cash Payment" means the flat, pro rata cash Settlement Payment that Class Members can claim under the Settlement. The Pro Rata Cash Payment is currently estimated to be $50 per valid claimant but may be increased or decreased on a pro rata basis depending upon the number of valid claims made.

35. "Reasonable Documentation" means documentation supporting a claim for Documented Monetary Loss(es) including, but not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit from the claimant; a Class Member must provide supporting Reasonable Documentation.

36. "Released Claims" means the release, acquittal, and forever discharge of the Released Parties from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of private information from the Data Breach, and conduct that was alleged or could have been alleged in the Lawsuit, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information from the Data Breach. Released Claims shall also include any claims that arise out of or relate in any way to the institution, prosecution, or settlement of this Litigation against Kelly Benefits, except for claims relating to the enforcement of the Settlement.

37. "Released Parties" means Defendant Kelly & Associates Insurance Group, Inc.

d/b/a Kelly Benefits and its customers and clients, and each of their respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers (including but not limited to Liberty Mutual Insurance, Allied World Specialty Insurance Company, and Chubb North America), reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Breach.

38. "Releasing Parties" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

39. "Remainder Funds" means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund provided for in this Settlement Agreement.

40. "Request for Exclusion" means the written communication by a Class Member in which he or she requests to be excluded or opt-out from the Settlement Class pursuant to the terms of this Agreement.

41. "Service Award" means the amount awarded by the Court and paid to each of the Class Representatives in recognition of their role in this Litigation, as set forth in Section X below.

42. "Settlement Administrator" or "ADMIN" means Kroll Settlement Administration LLC, the third-party class action claims administrator agreed to by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement Notice, receive any Requests for Exclusion from the Class. Class Counsel and Defendant's Counsel may, by agreement, substitute a different Settlement Administrator,

subject to Court approval.

43. "Settlement Class" means all individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024. The Settlement Class specifically excludes Defendant Kelly, any entity in which it has a controlling interest, and Kelly's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and Class Members who timely and validly request to be excluded from the Settlement.

44. "Settlement Class Benefits" means all the benefits provided for under the Settlement, including but not limited to the amounts payable for Valid Claims for Pro Rata Cash Payments, Documented Monetary Loss(es), the costs associated with providing Credit Monitoring, and the business practices enhancements described in Paragraph 59.

45. "Settlement Fund" means a non-reversionary common fund in the amount of $5,000,000.00.

46. "Settlement Payment" means the cash compensation paid to Settlement Class Members who submit a Valid Claim for Documented Monetary Losses, a Pro Rata Cash Payment, or a California Statutory Payment.

47. "Settlement Website" means the website that shall be available no later than the Notice Deadline and shall remain accessible and operable for 6 months following the Court's grant of final settlement approval or termination of the Settlement, whichever occurs first.

48. "Settling Parties" or "Parties" means, collectively, Kelly and Plaintiffs, individually and on behalf of the Settlement Class.

49. "Short Notice" means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit C** attached hereto. The Short Notice shall direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, the requested attorneys' fees, and the date of the Final Fairness Hearing. The Short Notice shall also contain a "tear-off" summary claim form, with business reply mail (BRM) postage, which will allow Settlement Class Members to claim the *pro rata* cash payment, California Statutory Payment, and credit monitoring offered.

50. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Cal. Civ. Code §§ 1798.80 *et seq*., Mont. Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. 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.

51. "Valid Claims" means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the claims process and/or dispute resolution process.

III. SETTLEMENT BENEFITS

52. Settlement Fund. Kelly is responsible for paying a total sum of $5,000,000.00, which shall constitute the entire Settlement Fund. Kelly shall not be required to pay any additional amounts under this Settlement.

53. Funding Schedule. Defendant shall fund, or cause to be funded, the Settlement Fund within 30 days after the later of: (i) entry of the Preliminary Approval Order or (ii) Defendant's receipt of payee instructions, a Form W-9 for the Settlement Fund, an invoice, and contact information to voice verify the payment instructions.

54. Disbursement Priority. The Settlement Fund shall be used to pay, in the following order: (1) all Claims Administration Expenses; (2) any Service Awards; (3) any attorneys' fees and litigation costs and expenses awarded to Class Counsel; and (4) Valid Claims for Settlement Class

Benefits.

55. Settlement Fund. The Settlement Fund shall be deposited into an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) to be established by the Settlement Administrator, and shall remain subject to the jurisdiction of the Court until the Settlement Fund is fully distributed in accordance with this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. Any interest that accrues on the Settlement Fund shall be the property of the Settlement Class and distributed in accordance with this Agreement.

56. Settlement Class Benefits. Settlement Class Members may elect to receive payment for both a Pro Rata Cash Payment and payment for Documented Monetary Losses. In addition, all Settlement Class Members may elect to receive the Credit Monitoring benefit. In addition, Settlement Class Members with a California address at the time of the Data Breach may claim the California Statutory Payment. Class Members seeking only to elect a Pro Rata Cash Payment, the California Statutory Payment (if applicable) and/or Credit Monitoring may do so by submitting only the tear-off portion of the Short Notice. All claims for Documented Monetary Losses require submission of the full Claim Form and must be supported by Reasonable Documentation. If a Class Member does not submit a Claim Form or submits a Request for Exclusion, the Class Member will release their claims against Defendant without receiving any Settlement Class Benefits.

57. Documented Monetary Losses. All Settlement Class Members may submit a claim for a cash payment of up to $5,000.00 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest under penalty of perjury that the losses or expenses were incurred as a result of the Data Breach and submit Reasonable Documentation supporting

such losses. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit; a Settlement Class Member must provide actual supporting documentation of the loss. Documented Monetary Losses may include but are not limited to: (i) out-of-pocket credit monitoring costs that were incurred on or after December 12, 2024, through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or mileage for local travel at the prevailing IRS business-use mileage rate for the year incurred. This list of reimbursable Documented Monetary Losses is exemplary and not exhaustive. Settlement Class Members may make claims for any unreimbursed Documented Monetary Loss reasonably related to the Data Breach or to mitigating the effects of the Data Breach. Settlement Class Members shall not be reimbursed for any expenses for which they have been reimbursed from another source, including any compensation provided in connection with credit monitoring or identity theft protection services previously offered by Defendant or otherwise. If a Settlement Class Member does not submit Reasonable Documentation supporting a loss, or if their claim for a Documented Monetary Losses payment is rejected by the Settlement Administrator in whole for any reason, and the Settlement Class Member fails to cure any deficiencies identified by the Settlement Administrator, the claim shall be treated as a claim for a Pro Rata Cash Payment only.

58. Pro Rata Cash Payment. In addition to Documented Monetary Losses, all Settlement Class Member may claim a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payments shall be calculated by evenly dividing the remaining balance of the Net Settlement Fund. The amount of the Pro Rata Cash Payment is currently estimated to be $50 but will increase or decrease based upon the number of valid claims filed.

59. Credit Monitoring. In addition to one or both Settlement Payments above, all

Settlement Class Members may claim three years of single-bureau Credit Monitoring, which shall provide at least the following benefits: single-bureau credit monitoring, dark web monitoring, identity theft insurance coverage of up to $1,000,000.00, and fully managed identity recovery services.

60. California Statutory Payment. Settlement Class Members who had a California address on December 12, 2024 may claim an additional $100 cash payment in recognition of California's Consumer Protection Act and the superior protections it affords California residents. This payment is subject to a pro rata decrease in the event there are not sufficient funds to make all payments from the Settlement Fund.

61. Distribution of Settlement Class Benefits: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall first be used to pay, in the following order: (i) Claims Administration Expenses (including Notice costs), (ii) any Court-awarded Service Awards, (iii) any Court-awarded attorneys' fees and litigation costs and expenses, and (iv) taxes, if applicable. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Valid Claims for Credit Monitoring, Documented Monetary Losses, and California Statutory Payments. The remaining amount in the Net Settlement Fund after all payments are made for Valid Claims for Credit Monitoring, Documented Monetary Losses, and California Statutory payments shall then be divided by the number of Valid Claims for Pro Rata Cash Payments to calculate the amount for each Pro Rata Cash Payment pursuant to Paragraph 56.

In the event that the aggregate amount of all Credit Monitoring, Documented Monetary Loss payments, and California Statutory Payments exceeds the total amount of the Net Settlement Fund, then the amount of the Documented Monetary Loss payments and California Statutory Payments to be paid to each Class Member shall be reduced, on a *pro rata* basis, and, if necessary, the duration of the Credit Monitoring benefit shall be reduced, such that the aggregate value of Valid Claims for Credit Monitoring, Documented Monetary Loss, and California Statutory payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Pro Rata Cash Payments. All such determinations shall be performed by the Settlement Administrator.

62. Remainder Funds. While it is not anticipated that there will be any residual funds after the pro rata Cash Fund payments are made (which will have the practical effect of "sweeping" all the Net Settlement Funds into pro rata payments for valid claimants), residual funds shall be redistributed to the class on a pro rata basis until it is uneconomical to do so. The Settlement Administrator and Class Counsel shall jointly determine whether it is uneconomical to redistribute funds. The funds remaining in the Settlement Fund after settlement payments have been distributed or redistributed and the time for reissuing checks has expired will be Remainder Funds. The Remainder Funds will be sent as a cy pres distribution to a not-for-profit entity selected by Plaintiffs with Defendant's approval, which shall not be unreasonably withheld. .

63. Business Practices Enhancements. The Parties agree that as part of the Settlement consideration and in response to the Litigation, Kelly has adopted, paid for, implemented, and will maintain certain information-security-related business practice enhancements designed to further safeguard its systems. Prior to the Final Fairness Hearing, Kelly will describe these enhancements to Class Counsel in a confidential declaration, which may be submitted to the Court for *in camera* review upon request.

64. 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:

a) Serving the CAFA Notice on the appropriate state and federal officials, as directed by Kelly;

b) Administering and overseeing the Settlement Fund, including all funds provided by Kelly to pay Valid Claims;

c) Obtaining the Class List for the purpose of disseminating Notice to Class Members;

d) Performing National Change of Address (NCOA) searches and/or skip-tracing on the Class List;

e) Providing Notice to Class Members via U.S. Mail;

f) Establishing and maintaining the Settlement Website;

g) Establishing and maintaining a toll-free telephone line for Class Members to call with Settlement-related inquiries, and answering such inquiries within one business day;

h) Responding to any mailed or emailed inquiries from Class Members within one business day;

i) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and weekly transmitting to Class Counsel and Defendant's Counsel a list of Valid Claims and identifying any Fraudulent Submissions;

j) Receiving Requests for Exclusion and objections and providing Class Counsel and Defendant's Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Class Members after the Opt-Out Deadline and Objection

Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;

k) Coordinating with the Credit Monitoring provider to receive and distribute product activation codes within 30 days of the Effective Date;

l) After the Effective Date, processing and distributing Settlement Payments to Settlement Class Members;

m) Providing bi-weekly or other periodic reports to Class Counsel and Defendant's Counsel regarding Settlement Payments, including the number of Settlement Payments mailed, delivered, and cashed; undeliverable payments; and any other requested information;

n) In advance of the Final Fairness Hearing, preparing an affidavit 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

o) Performing any function related to claims administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

p) Preparing a dedicated website for the settlement.

61. Limitation of Liability. The Parties, Class Counsel, and Defendant'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 formulation, design, or terms of the disbursement of the Settlement Fund; (iii) the determination, administration, calculation, or

payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any taxes and tax-related expenses.

62. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all necessary information to complete the Claim Form, including any Reasonable Documentation that may be necessary to support any claimed Documented Monetary Losses payment; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Breach. In assessing what losses qualify as more likely than not caused by the Data Breach, the Settlement Administrator shall consider (i) whether the timing of the loss occurred on or after December 12, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of Private Information identified in Kelly's notices of the Data Breach. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require to evaluate the claim, e.g., documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. Any claim determined to be implausible shall be submitted to counsel for the Parties for review.

63. Upon receipt of an incomplete or unsigned Claim Form, or a Claim Form for a Documented Monetary Losses payment that is not accompanied by sufficient Reasonable Documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and provide the claimant 21 days to cure the deficiency before rejecting the claim. Requests for claim supplementation shall be made within 30 days of receipt of

the Claim Form or thirty 30 days from the Effective Date, whichever is later. In the event of unusual circumstances interfering with compliance during the 21-day period, the claimant may request an extension and, for good cause shown (illness, military service, international travel, mail failures, lack of cooperation by third parties in possession of required information, etc.), shall be given a reasonable extension; however, in no event shall the deadline be extended beyond 90 days from the Effective Date. If the deficiency is not timely cured, then the claim will be deemed invalid; provided, however, that claims for Documented Monetary Losses that are deficient and denied in whole shall be deemed as claims for a Pro Rata Cash Payment, rather than being denied outright. Class Members who submit partially approved claims for Documented Monetary Losses that are not timely cured shall not automatically be considered for a Pro Rata Cash Payment unless they also elected the Pro Rata Cash Payment benefit on their Claim Form.

64. Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept, in whole or lesser amount, or to 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 facially valid, then the claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

65. Review and Challenge of Claims Determinations. Upon request by Class Counsel or Defendant's Counsel, the Settlement Administrator shall provide all information gathered in connection with the claims investigation, including, without limitation, copies of all correspondence, internal notes, the determinations made, and all reasons supporting such

determinations. Class Counsel and Defendant's Counsel shall have the right, upon reasonable notice, to inspect all Claim Forms and supporting documentation received by the Settlement Administrator.

66. Either Party may challenge the approval or denial of any claim, and the Parties shall meet and confer with the Settlement Administrator to resolve such challenge. If a challenge is not resolved or withdrawn following the meet-and-confer process, the Settlement Administrator's decision shall be final and upheld.

IV. SETTLEMENT CLASS CERTIFICATION

67. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If: (i) the Court does not issue the Preliminary Approval Order or the Judgment; (ii) the Effective Date does not occur; or (iii) this Settlement Agreement is terminated or cancelled pursuant to its terms, then this Settlement Agreement and the certification of the Settlement Class shall be vacated, and the Litigation shall proceed as if the Settlement Class had never been certified, without prejudice to the positions of any Person or the Settling Parties regarding class certification or any other issue. The Settling Parties' agreement to Settlement Class certification is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all such rights are specifically reserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

68. <u>Preliminary Approval</u>. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall file an unopposed motion for preliminary approval of the Settlement with the Court, attaching a copy of this Settlement Agreement and requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia:*

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

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

c) appointment of Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP as Class Counsel;

d) appointment of the Plaintiffs as Class Representatives;

e) approval of the Short Notice in the form substantially similar to **Exhibit C** attached hereto;

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a summary of the Settling Parties' respective litigation positions; the material terms of the Settlement; instructions for how to object to or request exclusion from the Settlement; the procedures for submitting a claim; the requested attorneys' fees and litigation costs and expenses; and the date, time, and place of the Final Fairness Hearing;

g) approval of the Claim Form, to be available on the Settlement Website and mailed to Class Members upon request, in a form substantially similar to **Exhibit A**, attached hereto; and

h) appointment of Kroll Settlement Administration LLC as the Settlement Administrator.

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 submissions to the Court for approval.

VI. NOTICE

69. Notice shall be provided to Class Members by the Settlement Administrator in a manner that satisfies constitutional due process requirements. The notice plan shall be subject to approval by the Court as meeting the requirements of the Federal Rules of Civil Procedure and due process.

a) Within 7 days after entry of the Preliminary Approval Order, Kelly shall provide the Class List to the Settlement Administrator.

b) The Settlement Administrator shall provide direct and individual Notice to Class Members by sending the Short Notice via U.S. Mail, to the extent mailing addresses are available, to the last known addresses for Class Members no later than the Notice Deadline. Prior to mailing, the Settlement Administrator shall check and update all addresses through the NCOA database. If a mailed Short Notice is returned with a forwarding address prior to the Claims Deadline, the Settlement Administrator shall promptly forward the Notice to the forwarding address. Where Short Notices are returned with no forwarding address prior to the Claims Deadline, the Settlement Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the Short Notice.

c) The Settlement Administrator shall establish, maintain, and update the Settlement Website. The Settlement Website shall include copies of the Long Notice and Claim Form, as approved by the Court, as well as this Settlement Agreement and all its Exhibits. The Settlement Website shall also include copies of, or links to, relevant filings, including but not limited to the operative complaint; the motion for preliminary approval; the Preliminary Approval Order; the motion for attorneys' fees, costs, and Service Awards; and the motion for final approval.

d) The Settlement Administrator also shall establish a toll-free help line, staffed with a reasonable number of live operators, to respond to Settlement-related inquiries from Class Members.

e) Upon request, the Settlement Administrator shall provide copies of the Court-approved Short Notice, Long Notice, and Claim Form, as well as this Settlement Agreement.

f) Before the Final Fairness Hearing, the Settlement Administrator shall file with the Court an affidavit or declaration attesting to compliance with all Notice requirements. The Court-approved Short Notice, Long Notice, and Claim Form may be adjusted by the Settlement Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with the Court's approval.

Notice to the Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such Notice, together with all other Claims Administration Expenses. Any attorneys' fees, costs, and expenses of Class Counsel, and any Service Awards to the Class Representatives, as approved by the Court, shall be paid from the Settlement Fund.

70. <u>Timing for Motion for Attorneys' Fees</u>. No later than 14 days prior to the Opt-Out Deadline and Objection Deadline, Class Counsel shall file their motion for attorneys' fees, litigation costs and expenses, and Service Awards.

71. <u>Timing for Motion for Final Approval</u>. No later than 14 days prior to the Final Fairness Hearing, Plaintiffs and Class Counsel shall file a motion for final settlement approval, requesting that the Court enter final settlement approval and judgment, to be issued following the

Final Fairness Hearing. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

73. Requests for Exclusion. Any Person wishing to opt out of the Settlement Class must individually and timely submit a written Request for Exclusion to the designated Post Office Box established by the Settlement Administrator. The Request for Exclusion must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, a Request for Exclusion must be postmarked no later than the Opt-Out Deadline, and must include the Person's full name, current address, telephone number, email address (if available), and be personally signed by the Person seeking exclusion.

74. All Persons who submit valid and timely Requests for Exclusion shall not receive any Settlement Class Benefits nor be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class and who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

75. No Person shall purport to exercise any exclusion rights of any other Person, or purport to (i) opt out Class Members as a group, in the aggregate, or as a class involving more than one Class Member; or (ii) to opt out more than one Class Member on a single paper, or as an agent or representative. Any such purported requests to opt-out as a group or in the aggregate shall be void, and the Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

VIII. OBJECTION PROCEDURES

76. Objections. Any Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely, written notice of their objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if available); (ii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the Settlement notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (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 and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or their counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding 5 years; 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, written notice of an objection must be postmarked to the designated Post Office Box established by the Settlement Administrator no later than the Objection Deadline.

77. Waiver of Objections. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 76 shall waive and forfeit any and all rights to appear separately 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 procedures set forth in Paragraph 76 shall be the exclusive means for Class Members to challenge the Settlement Agreement.

IX. RELEASES

78. Upon the Effective Date, and in consideration of the Settlement Class Benefits and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, 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.

79. Upon the Effective Date, Kelly shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Kelly may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

80. Notwithstanding any term herein, neither Kelly nor the Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

81. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses, and/or Service Awards to the Class Representatives until after agreeing to all material terms of the Settlement.

82. Class Counsel may petition the Court for attorneys' fees not to exceed one-third of the Settlement Fund ($1,666,666.66), plus reimbursement of reasonable out-of-pocket litigation costs and expenses. Plaintiffs will also request payment of Service Awards in the amount of $2,500.00 to each of the eight named Plaintiffs (total of $20,000.00). The motion for attorneys' fees, expenses, and Service Awards shall be filed no later than 14 days prior to the Objection and Opt-Out deadlines.

83. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved attorneys' fees and litigation costs and expenses amongst themselves or other plaintiffs' counsel.

84. Any award of attorneys' fees, costs, and expenses, and Service Awards to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or Service Awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

85. The amounts awarded for attorneys' fees, litigation costs and expenses, and Service Awards are payable from the Settlement Fund within 5 days after the entry of a final approval

order, if no objection to the Settlement is filed, or 5 days after the Effective Date if there is any objection.

XI. DISBURSEMENT OF SETTLEMENT CLASS BENEFITS

86. The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Settlement Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Kelly shall be deemed a Valid Claim.

87. Payment for Valid Claims shall be issued, via check or electronically (by preference of the Settlement Class Member), within 45 days after the Effective Date, or within 21 days of the date that the claim is approved, whichever is later.

88. 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 expressly allowed by law or the Settling Parties' written agreement, 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.

89. No Person shall have any claim against the Settlement Administrator, claims referee, Kelly, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by Kelly to implement the Business Practice Changes.

90. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the

Settlement Administrator, claims referee, Class Counsel, and Defendant's Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

91. The Effective Date shall be the first business day after the date when each and all the following conditions have occurred:

a) This Settlement Agreement has been fully executed;

b) the Court has entered the Preliminary Approval Order without material change;

c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and

e) the Judgment has become Final.

92. If all the conditions specified in Paragraph 91 are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement.

93. Within 7 days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and Defendant's Counsel a complete opt-out list of all timely and valid Requests for Exclusion.

94. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement 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 the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Kelly shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. MISCELLANEOUS

95. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement 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.

96. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement reflects the Settling Parties' compromises of 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. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

97. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the 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 Parties; or (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 Parties in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the 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.

98. The 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.

99. This Agreement constitutes a single, integrated written contract expressing the entire agreement between Kelly and Plaintiffs with respect to the matters set forth herein, and supersedes all prior negotiations, agreements, commitments, understandings, and writings between Kelly and Plaintiffs with respect to the matters set forth herein. Any subsequent agreements reached between Kelly, Plaintiffs, and any third party are expressly excluded from this provision.

100. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

101. Any headings contained herein are for informational purposes only and do not

constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

102. 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.

103. The Parties understand and agree that all terms of this Agreement, including the exhibits thereto, are contractual and are not a mere recitals, and each signatory warrants that they are competent and possess the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they represent.

104. Class Counsel are expressly authorized by Plaintiffs, on behalf of the Settlement Class, to take all appropriate actions required or permitted under this Settlement Agreement to effectuate its terms. Class Counsel are further authorized to agree to any reasonable modifications or amendments to the Settlement Agreement on behalf of the Settlement Class that they deem appropriate to carry out the spirit of this Settlement Agreement, provided that such modifications or amendments do not materially affect the rights of Settlement Class Members.

105. Each counsel or other Person executing the Settlement Agreement on behalf of any Party hereto warrants that such Person has the full authority to do so.

106. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. Signatures transmitted by facsimile, electronic mail, or other electronic means shall be deemed original signatures for all purposes and shall have the same force and effect as original handwritten signatures. A complete set of original executed counterparts shall be filed with the Court.

107. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto. The Parties agree that the terms set forth in this Agreement shall

survive the signing of this Agreement. No assignment of this Settlement Agreement will be valid without the other Party's prior, written permission.

108. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

109. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Maryland, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

110. Definitions apply to the singular and plural forms of each term defined. Definitions also apply to the masculine, feminine, and neuter genders of each term defined. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

111. The Parties agree and acknowledge that this Agreement carries no precedential value.

112. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

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

114. If any of the dates or deadlines specified herein fall 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. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

115. All dollar amounts are in United States Dollars (USD).

116. All checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks shall bear in the legend that they expire if not negotiated within 90 days of their date of issue. Checks that are not negotiated within 90 days of their date of issue shall not be reissued, unless a check is returned as undeliverable. Reissued checks shall be void on the stale date of the originally issued check that was returned as undeliverable, or 30 days after reissuance, whichever is later. If a Settlement Class Member fails to cash a check issued under this Settlement Agreement before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement Class Benefits, the Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

117. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

118. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

Plaintiffs and Kelly each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

119. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

Signed by:
Dhymonique Alexander
F06F925EC31F4C1...
____
Dhymonique Alexander, Plaintiff

Date: 8/25/2026

____
Jasmine Anderson, Plaintiff

Date:______________________________

____
Jacob Dohrman, Plaintiff

Date:______________________________

____
Jaesyn Evans, Plaintiff

Date:______________________________

Plaintiffs and Kelly each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

119. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

____

Dhymonique Alexander, Plaintiff

Date:________________________________

____

Jasmine Anderson, Plaintiff

Date: August 25, 2026

____

Jacob Dohrman, Plaintiff

Date:________________________________

____

Jaesyn Evans, Plaintiff

Date:________________________________

Plaintiffs and Kelly each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

119. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

____
Dhymonique Alexander, Plaintiff

Date:______________________________

____
Jasmine Anderson, Plaintiff

Date:______________________________

Jacob Dohrman
Jacob Dohrman (Aug 25, 2026 15:27:36 EDT)
Jacob Dohrman, Plaintiff

Date: 08/25/2026

____
Jaesyn Evans, Plaintiff

Date:______________________________

Plaintiffs and Kelly each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

119. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

____

Dhymonique Alexander, Plaintiff

Date:______________________________

____

Jasmine Anderson, Plaintiff

Date:______________________________

____

Jacob Dohrman, Plaintiff

Date:______________________________

box SIGN 19597863-15KWVPJP

Jaesyn Evans, Plaintiff

Date: Aug 24, 2026

Signed by:
Chastan Law
A986614183044EE...

Chasten Law, Plaintiff

Date: 8/25/2026

____
Anne O'Brien, Plaintiff

Date:______________________________

____
Brittany Parks, Plaintiff

Date:______________________________

____
Kimberly Rose, Plaintiff

Date:______________________________

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: 08 / 25 / 2026

Raina Borrelli
____

Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Chasten Law, Plaintiff

Date:________________________________

Anne OBrien
____
Anne O'Brien, Plaintiff

Date: Aug 25, 2026

____
Brittany Parks, Plaintiff

Date:________________________________

____
Kimberly Rose, Plaintiff

Date:________________________________

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: ____________________________

____
Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Chasten Law, Plaintiff

Date:______________________________

____
Anne O'Brien, Plaintiff

Date:______________________________

____
Brittany Parks, Plaintiff

Date: 08 / 25 / 2026

____
Kimberly Rose, Plaintiff

Date:______________________________

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: ____________________________

____
Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Chasten Law, Plaintiff

Date:______________________________

____
Anne O'Brien, Plaintiff

Date:______________________________

____
Brittany Parks, Plaintiff

Date:______________________________

Signed by:
Kimberly Rose
B87C3204311B460...
____
Kimberly Rose, Plaintiff

Date: 8/25/2026

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: ____________________________

____
Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

08 / 26 / 2026

James J. Pizzirusso
HAUSFELD LLP
1201 17th Street N.W., Suite 600
Washington, D.C. 20036
Telephone: 202-540-7200
jpizzirusso@hausfeld.com

Interim Co-Lead Class Counsel

DEFENDANT:

Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits

Craig S. Horner

Title: Chief Financial Officer & Treasurer_

Date: 8/25/2026

<u>Exhibit A</u>

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0 0 0 0 0 0 0 0 0 0 0 0

Your claim must be submitted online or postmarked by: Month XX, 202X

CLAIM FORM

In re: Kelly Benefits Data Breach Litigation
Case No. 1:25-cv-01304-SAG
United States District Court for the District of Maryland

GENERAL INSTRUCTIONS

If you received notice of this Settlement, you have been identified as a Settlement Class Member whose Private Information was compromised in the Data Breach. You may submit a Claim Form for Settlement Class Benefits as outlined below. Please refer to the Long Notice posted on the Settlement Website **www.[website].com** for more information.

To receive Settlement Class Benefits, you must submit a Claim Form by Month XX, 2026.

Claim Forms may be submitted online at **www.[website].com** or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail, postmarked by the deadline above, to:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

You may submit a Claim Form to receive the following Settlement Class Benefits:

- **Documented Monetary Losses Payment:** Cash payment of up to $5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documentation is required. See Section III.
- **Pro Rata Cash Payment:** A *pro rata* cash payment, estimated to be $50. The payment amount will be determined based on the number of Valid Claims submitted. See Section IV.
- **Credit Monitoring:** Three (3) years of single-bureau Credit Monitoring. See Section V.
- **California Statutory Payment:** A cash payment estimated to be $100. You must have had a California address on December 12, 2024 to be eligible for this payment. The payment amount will be determined based on the number of Valid Claims submitted. See Section VI.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

______________________________ ______________________________
First Name **Last Name**

____
Address 1

____
Address 2

______________________________________ ___ ___ ___ ___ ___ ___ ___
City **State** **Zip Code**

Telephone Number: (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Email Address: ____

Class Member ID (if known): **00000** ___ ___ ___ ___ ___ ___ ___ ___

II. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website (**www.[website].com**) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

III. DOCUMENTED MONETARY LOSSES PAYMENT

Settlement Class Members may submit a claim for a cash payment of up to $5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documented Monetary Losses may include, but are not limited to: (i) out-of-pocket credit monitoring costs that were incurred on or after December 12, 2024, through [Claims Deadline]; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or mileage for local travel at the prevailing IRS business-use mileage rate for the year incurred. You may make claims for any unreimbursed Documented Monetary Loss reasonably related to the Data Breach or to mitigating the effects of the Data Breach.

You cannot be reimbursed for Documented Monetary Losses if you have already been reimbursed for the same expenses from another source, including compensation provided in connection with credit monitoring or identity theft protection services previously offered by the Defendant or otherwise.

To receive a payment for Documented Monetary Losses, you must attest under penalty of perjury that the losses or expenses were incurred as a result of the Data Breach and submit Reasonable Documentation supporting such losses. Reasonable Documentation includes, but is not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit; you must provide actual supporting documentation of the loss.

If you do not submit Reasonable Documentation supporting a loss, or if your claim for a cash payment for Documented Monetary Losses is rejected by the Settlement Administrator in whole for any reason, and you fail to cure any deficiencies identified by the Settlement Administrator, your claim will be treated as a claim for a Pro Rata Cash Payment only. If you submit a partially approved claim for Documented Monetary Losses and do not cure your claim, it will not automatically be considered for a Pro Rata Cash Payment unless you also claimed a Pro Rata Cash Payment on your Claim Form.

☐ I have attached documentation showing that the losses and expenses listed below were reasonably related to the Data Breach.

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	06 / 12 / 25 (mm/dd/yy)	$50.00	Copy of credit monitoring service bill
	__ __/__ __/__ __ (mm/dd/yy)	$________.______	
	__ __/__ __/__ __ (mm/dd/yy)	$________.______	
	__ __/__ __/__ __ (mm/dd/yy)	$________.______	

IV. PRO RATA CASH PAYMENT

In addition to a cash payment for Documented Monetary Losses, you may submit a claim for a Pro Rata Cash Payment estimated to be $50 per individual. The amount of the Pro Rata Cash Payment will be increased or decreased on a *pro rata* (proportional) basis, depending upon the number of Valid Claims filed.

☐ I want to claim a Pro Rata Cash Payment.

V. CREDIT MONITORING

In addition to the cash payment for Documented Monetary Losses and Pro Rata Cash Payment, all Settlement Class Members may submit a claim for three (3) years of single-bureau Credit Monitoring which includes web monitoring, identity theft insurance coverage of up to $1,000,000, and fully managed identity recovery services. If you submit a Valid Claim for this benefit, you will receive an activation code for the Credit Monitoring benefit after the Court grants final approval of the Settlement.

☐ I want to claim the Credit Monitoring.

VI. CALIFORNIA STATUTORY PAYMENT

In addition to the benefits described above, if you had a California address on December 12, 2024, you may submit a claim for an additional cash payment estimated to be $100 in recognition of California's Consumer Protection Act and the superior protections it affords California residents. This payment will be reduced on a *pro rata* basis, depending upon the number of Valid Claims filed.

VII. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

______________________________ ___ ___/___.. ___/___ ___ ___ ___

Signature Date (mm/dd/yyyy)

____

Print Name

Reminder:

If your address changes or you need to correct or update to the address you provide on this Claim Form, please call (XXX) XXX-XXXX or visit the "Contact Us" section of the Settlement Website www.[website].com and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Maryland
In re: Kelly Benefits Data Breach Litigation, Case No. 1:25-cv-01304-SAG

Were you notified that your Private Information may have been compromised by a Data Breach at Kelly on or around December 17, 2024? You may be eligible for benefits from a class action settlement.

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

- A Settlement has been reached with Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits (the "Defendant" or "Kelly") in a class action lawsuit about a data breach on or around December 17, 2024 (the "Data Breach"). During the Data Breach, cybercriminals gained unauthorized access to Kelly's computer systems, compromising certain Private Information. The Plaintiffs allege claims for negligence and negligence per se, breach of third-party beneficiary contract, and unjust enrichment, among others. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class includes all individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.
- Under the proposed Settlement, the Defendant will pay $5,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide cash payments of up to $5,000 per Settlement Class Member for Documented Monetary Losses, Pro Rata Cash Payments estimated to be $50, Credit Monitoring, and a California Statutory Payment estimated to be $100 (for eligible Settlement Class Members). The Settlement Fund will also pay for Claims Administration Expenses, Service Awards, and attorneys' fees, costs, and expenses.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	**Month XX, 202X**
OPT OUT OF/EXCLUDE YOURSELF FROM THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	**Month XX, 202X**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Fairness Hearing. If you object, you can still submit a Claim Form for benefits.	**Month XX, 202X**
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	**No deadline**

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Litigation, your legal rights, what benefits are available, and who can receive them.

The Litigation is called *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG pending in the United States District Court for the District of Maryland. The people who filed this Litigation are called the "Plaintiffs" and the company they sued, Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits ("Kelly"), is called the "Defendant."

2. What is this Litigation about?

On December 12, 2024, cybercriminals gained unauthorized access to Kelly's computer systems, compromising certain Private Information (the "Data Breach"). On or around December 17, 2024, the Defendant became aware of the Data Breach, and a subsequent investigation determined that the Data Breach compromised certain data including names, Social Security numbers, tax ID numbers, dates of birth, medical information, health insurance information, financial account information, and other sensitive, identifying information ("Private Information"). The Plaintiffs allege claims for negligence and negligence per se, breach of third-party beneficiary contract, and unjust enrichment, among others. The Defendant denies all allegations and any wrongdoing.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Dhymonique Alexander, Jasmine Anderson, Jacob Dohrman, Jaesyn Evans, Chasten Law, Anne O'Brien, Brittany Parks, and Kimberly Rose.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Class Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as "Class Counsel," believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: Defendant Kelly, any entity in which it has a controlling interest, and Kelly's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Settlement Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and Settlement Class Members who timely and validly request to be excluded from the Settlement.

THE SETTLEMENT CLASS BENEFITS

7. What does the Settlement provide?

Under this Settlement, the Defendant will pay $5,000,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide Settlement Class Benefits to Settlement Class Members as well as Claims Administration Expenses, Service Awards, and attorneys' fees, costs, and expenses.

Settlement Class Members may submit a claim to receive the following Settlement Class Benefits:

- **Documented Monetary Losses**: A cash payment of up to $5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documentation is required.
- **Pro Rata Cash Payment**: A *pro rata* cash payment, estimated to be $50. No documentation is required. The payment amount will be determined based on the number of Valid Claims submitted.
- **Credit Monitoring**: Three (3) years of single-bureau Credit Monitoring, including dark web monitoring, identity theft insurance coverage of up to $1,000,000, and fully managed identity recovery services.
- **California Statutory Payment**: A cash payment of up to $100. You must have had a California address on December 12, 2024 to be eligible for this payment. The payment amount will be determined based on the number of Valid Claims submitted.

8. Tell me more about the cash payment for Documented Monetary Losses.

Settlement Class Members may submit a claim for a cash payment of up to $5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documented Monetary Losses may include, but are not limited to: (i) out-of-pocket credit monitoring costs that were incurred on or after December 12, 2024, through [Claims Deadline]; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or mileage for local travel at the prevailing IRS business-use mileage rate for the year incurred. You may make claims for any unreimbursed Documented Monetary Loss reasonably related to the Data Breach or to mitigating the effects of the Data Breach.

You cannot be reimbursed for Documented Monetary Losses if you have already been reimbursed for the same expenses from another source, including compensation provided in connection with credit monitoring or identity theft protection services previously offered by the Defendant or otherwise.

To receive a payment for Documented Monetary Losses, you must attest under penalty of perjury that the losses or expenses were incurred as a result of the Data Breach and submit Reasonable Documentation supporting such losses. Reasonable Documentation includes, but is not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit; you must provide actual supporting documentation of the loss.

9. Tell me more about the Pro Rata Cash Payment?

In addition to a cash payment for Documented Monetary Losses, Settlement Class Members may submit a claim for a Pro Rata Cash Payment estimated to be $50 per individual. The amount of the Pro Rata Cash Payment will be increased or decreased on a *pro rata* (proportional) basis, depending upon the number of Valid Claims filed (see Question 12).

10. Tell me more about the Credit Monitoring.

In addition to a cash payment for Documented Monetary Losses and Pro Rata Cash Payment, all Settlement Class Members may submit a claim for three (3) years of single-bureau Credit Monitoring which includes web monitoring, identity theft insurance coverage of up to $1,000,000, and fully managed identity recovery services. If you submit a Valid Claim for this benefit, you will receive an activation code for the Credit Monitoring benefit after the Court grants final approval of the Settlement.

11. Tell me more about the California Statutory Payment.

In addition to the benefits described above, if you had a California address on December 12, 2024, you may submit a claim for an additional cash payment estimated to be $100 in recognition of California's Consumer Protection Act and the superior protections it affords California residents. This payment will be reduced on a *pro rata* basis, depending upon the number of Valid Claims filed (see Question 12).

12. How will Settlement Class Benefits be calculated?

After deducting the Claims Administration Expenses, Court-approved Service Awards, and Court-approved attorneys' fees, costs, and expenses, the remaining balance of the Settlement Fund (the "Net Settlement Fund") will be used to pay Settlement Class Benefits in the following order: Credit Monitoring, Documented Monetary Losses, California Statutory Payments, and Pro Rata Cash Payments. After deducting the costs of all Valid Claims for all other benefits, the Pro Rata Cash Payment amount will be calculated by dividing the remaining balance of the Net Settlement Fund by the total amount of Valid Claims for that benefit.

If the total amount of all Valid Claims for Credit Monitoring, Documented Monetary Losses, and California Statutory Payments exceeds the total amount of the Net Settlement Fund, then the duration of the Credit Monitoring benefit and amount of the cash payments will be reduced *pro rata* (proportionally), and no Pro Rata Cash Payments will be distributed.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.[website].com.

HOW TO GET SETTLEMENT CLASS BENEFITS – MAKING A CLAIM

14. How do I submit a Claim Form to get Settlement Class Benefits?

You must submit a Claim Form, with any necessary supporting documentation, by **Month XX, 202X** to receive benefits. Claim Forms must be submitted online at **www.[website].com** or by mail, postmarked by **Month XX, 202X**, to the Settlement Administrator at:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

15. When will I get Settlement Class Benefits?

The short answer is – after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Fairness Hearing on **Month XX, 202X**, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, and the Service Award to the Class Representatives who brought this Litigation on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Benefits will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court appointed Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, subject to Court approval.

17. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third of the Settlement Fund ($1,666,666), plus reimbursement of reasonable out-of-pocket litigation costs and expenses, as well as a $2,500 Service Award for each of the eight (8) Class Representatives. If approved, these amounts will be paid from the Settlement Fund before distributing benefits to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement in *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG.";
- Your full name, current address, telephone number, email address (if available);
- Your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

You may only exclude yourself from the Settlement. Group or "class" opt outs are not permitted under the Settlement.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Benefits, request for attorneys' fees, costs, and expenses, Service Awards, Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG;
- Your full name, address, telephone number, and email address (if available);

- Information identifying the you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of the Settlement notice, copy of original notice of the Data Breach);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- A statement as to whether the objection applies only to the you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- The identity of any and all counsel representing you in connection with the objection;
- A statement as to whether you or your counsel will appear at the Final Fairness Hearing;
- A list of all settlements to which you and/or your counsel have objected in the preceding five (5) years; and
- Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Objections must be mailed to the Settlement Administrator, postmarked by **Month XX, 202X**, at the following address:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
ATTN: Objections
P.O. Box XXXXXX
New York, NY 10150-XXXX

21. What is the difference between objecting and opting out?

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

THE COURT'S FINAL FAIRNESS HEARING

22. When is the Court's Final Fairness Hearing?

The Court is scheduled to hold a Final Fairness Hearing on **Month XX, 202X at XX:X0 a.m./p.m. XT**, at [Courthouse Name and Address] to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to $1,666,666, plus reimbursement of reasonable out-of-pocket litigation costs and expenses, and a $2,500 Service Award to each of the Class Representatives. The date and time of this hearing may change without further notice. Please check www.[website].com for updates.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may come to the Final Fairness Hearing to talk about it, but it is not required. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive any Settlement Class Benefits.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[website].com.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Exhibit C

In re: Kelly Benefits Data Breach Litigation
Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

Records indicate your Private Information may have been compromised by a Data Breach on or around December 17, 2024. You may be eligible for benefits from a class action settlement.

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits (the "Defendant" or "Kelly") in a class action lawsuit called *In re: Kelly Benefits Data Breach Litigation,* Case No. 1:25-cv-01304-SAG. The Litigation is about a data breach on or around December 17, 2024 (the "Data Breach"). During the Data Breach, cybercriminals gained unauthorized access to Kelly's computer systems, compromising certain Private Information. The Plaintiffs allege claims for negligence and negligence per se, breach of third-party beneficiary contract, and unjust enrichment, among others. The Defendant denies all allegations and any wrongdoing.

Am I included? The Defendant's records identify you as a Settlement Class Member. The Settlement Class consists of all individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.

What does the Settlement provide? Under the proposed Settlement, Kelly will pay $5,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide cash payments of up to $5,000 per Settlement Class Member for Documented Monetary Losses, Pro Rata Cash Payments estimated to be $50, Credit Monitoring, and a California Statutory Payment estimated to be $100 (for eligible Settlement Class Members). The Settlement Fund will also pay Claims Administration Expenses, Service Awards, and attorneys' fees, costs, and expenses.

How do I get Settlement Class Benefits? You must file a Claim Form, with any necessary supporting documentation, online at www.[website].com or by mail to the address on the Claim Form postmarked by **Month XX, 202X**. The Claim Form is available on the Settlement Website or by calling (XXX) XXX-XXXX. You may also use the attached tear-off Claim Form to claim certain benefits.

What are my other options? If you do nothing, you will not receive any Settlement Class Benefits, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any Settlement Class Benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called "opting out"). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Fairness Hearing. The Opt-Out and Objection Deadline is **Month XX, 202X**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to $1,666,666, plus reimbursement of reasonable out-of-pocket litigation costs and expenses, and a $2,500 Service Award to each of the eight (8) Class Representatives who brought this Litigation on behalf of the Settlement Class. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit www.[website].com for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 36777 PHILADELPHIA PA

POSTAGE WILL BE PAID BY ADDRESSEE

KROLL SETTLEMENT ADMINISTRATION LLC
PO BOX XXXX
NEW YORK NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claim Forms must be postmarked or submitted online no later than **Month XX, 202X**. To receive payment electronically or to file a claim for a cash payment for **Documented Monetary Losses**, you MUST submit a Claim Form online or use the full Claim Form available on the Settlement Website.

Class Member ID: <<refnum>>
<<firstname>> <<mi>> <<lastname>>
<<address1>> <<address2>> <<City>>,
<<State>> <<Zip>>

If different from the preprinted data on the left, please print your correct address information.

Address

City State Zip Code

Check the box next to the benefit(s) you are claiming:

All Settlement Class Members may claim both a Pro Rata Cash Payment and Credit Monitoring. If you had a California address on December 12, 2024, you may also claim a California Statutory Payment.

☐ **Pro Rata Cash Payment**: I want to receive a *pro rata* (proportional) cash payment, estimated to be $50.*

*The amount of the Pro Rata Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of Valid Claims filed.

☐ **Credit Monitoring**: I want to receive three (3) years of single-bureau Credit Monitoring. If you submit a Valid Claim for this benefit, you will receive an activation code for the Credit Monitoring after the Court grants final approval of the Settlement.

☐ **California Statutory Payment**: I want to receive cash payment estimated to be $100.*

*The amount of the Pro Rata Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of Valid Claims filed.

By signing below, I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge or recollection:

Signature:	**Date (MM/DD/YYYY):**

Exhibit D

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
NORTHERN DIVISION

IN RE KELLY BENEFITS DATA BREACH LITIGATION

This Document Relates To: All Actions

Lead Case No.: 1:25-cv-01304-SAG

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. __) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits ("Kelly" or "Defendant", and together with Plaintiffs, the "Parties"). The Settlement Agreement with accompanying exhibits is attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> All individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are Defendant Kelly, any entity in which it has a controlling interest, and Kelly's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and Class Members who timely and validly request to be excluded from the Settlement.

Under Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **<u>Class Representatives and Settlement Class Counsel</u>**.

The Court finds that Plaintiffs Dhymonique Alexander, Jasmine Anderson, Jacob Dohrman, Jaesyn Evans, Chasten Law, Anne O'Brien, Brittany Parks, and Kimberly Rose will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP, will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties through an experienced mediator, and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on ______________________ _____, 2026, at the United States District Court, 101 West Lombard Street, Baltimore, MD 21201, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with

prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; and (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Plaintiffs' Service Award should be approved pursuant to Fed. R. Civ. P. 23(h).

6. **Settlement Administrator**. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks required by the Settlement Agreement. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A-C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all

Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Maryland Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice**. Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendants shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must include the Settlement Class Member's full name, current address, telephone number, email address (if available), and be personally signed by the individual seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Period, as stated in the Notice.

A complete list of all Settlement Class Members who submitted timely, valid exclusion requests (opt-outs) shall be filed with the Court as part of the declaration or affidavit of the Settlement Administrator, at the same time that Plaintiffs file their Motion for Final Approval of the Class Action Settlement.

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the designated Post Office Box established by the Settlement Administrator. Any such notices of an intent to object to the Settlement Agreement must be written and must include: ((i) the objector's full name, address, telephone number, and email address (if available); (ii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the Settlement notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (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 and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or their counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding 5 years; 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).

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing file with the Court and shall serve on Class Counsel and Defendant's Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Objection Date and in the manner as stated in the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting 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 Action. The applicable provisions as stated in the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process**. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Administrator shall be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is

inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

Grant of Preliminary Approval	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after entry of Preliminary Approval Order
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Notice Date	30 days after Preliminary Approval Order
Class Counsel's Motion for Attorneys' Fees, Costs, and Service Award	14 days before the Objection Deadline
Objection Deadline	60 Days after the Notice Date
Opt-Out Deadline	60 Days after the Notice Date
Claims Deadline	90 Days after the Notice Date

<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing

SO ORDERED THIS ______ DAY OF ___________________________, 2026.

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